



## **MEMORANDUM**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** October 22, 2020  
**TO:** Memo to File  
**FROM:** Erin D'Vincent, Procurement Supervisor  
**RE:** MA 7400 GA180000069 – Safety Footwear

This contract expiration date was changed to 10/22/2020 during the Department 5000 MA conversion. MA 5000 GA180000069 is the new contract which was replicated from this original contract.



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 27, 2018

Safety Shoe Distributors, LLP  
9330 Lawndale Ave  
Houston, TX 77012  
E-mail: [bobholmes@safetyshoedist.com](mailto:bobholmes@safetyshoedist.com)

Dear Mr. Holmes:

The Austin City Council approved the execution of a contract with your company for Safety Footwear in accordance with the referenced solicitation.

Responsible Department:	FSD
Project Name:	Safety Footwear
Contractor Name:	Safety Shoe Distributors, LLP
Contract Number:	7400-GA180000069
Contract Period:	September 20, 2018-September 19, 2021 (3 year)
Dollar Amount	\$486,000.00
Extension Options:	Two, 12-month options at \$162,000 each
Requisition Number:	18032000359
Solicitation Type & Number:	IFB 1500-CRR1001
Agenda Item Number:	30
Council Approval Date:	September 20, 2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Claudia Rodriguez  
Procurement Specialist IV  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Safety Shoe Distributors, LLP (“Contractor”)  
for  
Safety Footwear  
Contract Number 7400-GA180000069**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Safety Shoe Distributors, LLP having offices at 9330 Lawndale Avenue Houston, Texas 77012 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 1500-CRR1001.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City’s Solicitation, Invitation for Bid (IFB), 1500-CRR1001 including all documents incorporated by reference

1.1.3 Safety Shoe Distributors, LLP Offer, dated April 18, 2018, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to two (2) additional, 12-month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$486,000 for the initial Contract term and \$162,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications.**

1.6.1 The Contractor agrees to extend their offer acceptance period from 120 days to 240 days.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**SAFETY SHOE DISTRIBUTORS, LLP**

Robert Holmes

Printed Name of Authorized Person

Signature

General Manager

Title:

08-02-2018

Date:

**CITY OF AUSTIN**

Claudia Rodriguez

Printed Name of Authorized Person

Signature

Procurement Specialist IV

Title:

09/20/2018

Date:

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Safety Shoe Distributors, LLP

Company Address: 9330 Lawndale Avenue

City, State, Zip: Houston, TX 77012

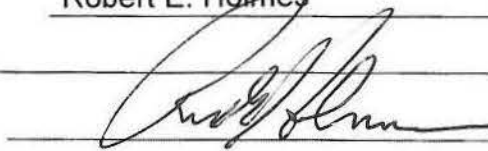
Federal Tax ID No.                     

Printed Name of Officer or Authorized Representative:

Robert E. Holmes

Title: General Manager

Signature of Officer or Authorized Representative:



Date: April 18, 2018

Email Address: bobholmes@safetysloedist.com

Phone Number: 713-928-6691

**\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
  - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
  - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**49. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**50. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**51. HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Claudia Rodriguez via email: [ClaudiaR.RodriQuez@austintexas.gov](mailto:ClaudiaR.RodriQuez@austintexas.gov), no later than 7 business days before the solicitation close date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to make all deliveries.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two (2) additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

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Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

- A. Delivery is to be is to be per specification.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Resource Recovery
Attn:	Contract Manager
Address	ARR.AP@austintexas.gov
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Public Works Department / CIP
Attn:	Financial Services
Address	P.O Box 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Austin Water
Attn:	Accounty Payable
Address	625 E. 10 <sup>th</sup> St. Suite 500
City, State Zip Code	Austin, TX 78701

	City of Austin
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Department	Austin Code
Attn:	Finance Division
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email:	<a href="mailto:acd.finance@austintexas.gov">acd.finance@austintexas.gov</a>

	City of Austin
Department	Austin Transportation
Attn:	Finance
Address	3701 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703
Email:	<a href="mailto:atdaccountspayable@austintexas.gov">atdaccountspayable@austintexas.gov</a>

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. The City may require additional delivery locations to be added.

**7. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**8. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:

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- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least Thirty calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**9. WORKPLACE CONDITIONS CODE ("CODE"):**

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:
- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
  - ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
  - iii. Worker means:
    - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
    - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
    - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or

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services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.

- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.
- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
  - i. as a punitive measure against workers for exercising their right to freedom of association; or
  - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
  - i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.

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- ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
    - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
      - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
      - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
    - (2) An agreement in which the Contractor commits to the following:
      - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
      - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
      - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
    - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
    - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
  - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
  - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
  - v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
  - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- P. **Enforcement; Penalties:**

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- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
    - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
    - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
    - (3) re-instating a worker who has been dismissed in violation of the law.
  - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
  - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
  - viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
  - ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
  - x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).
10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined

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in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the **first twelve months** of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

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- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 80%	
Database Name: Bureau of Labor Statistics	
Series ID: PCU3162—3162--	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Statewide	
Description of Series ID: Footwear Manufacturing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
13. **CONTRACT MANAGER:** Each City Department may choose to designate a person as Contract Manager, and this person will act as the contact point between the City and the Contractor during the term of the Contract. The awarded Contractor will be supplied with this information at the Contract Kick-Off Meeting.

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**  
**SCOPE OF WORK – INVITATION FOR BID (IFB) 1500 CRR1001**

**1.0 PURPOSE**

The City of Austin (“City”), seeks a qualified vendor to provide high quality, protective, safety boots and shoes (“Safety Footwear”). This scope of work (“SOW”) establishes the minimum requirements for a supply agreement for various styles of safety footwear, which includes, but is not limited to: assistance with product selection, sizing, product information, warranty, shipping and delivery. The Contractor shall provide the specified goods and services as described herein.

All eligible bids submitted in response to this Invitation for Bid (“IFB”) that address the objectives of the solicitation will be considered. The Contract will be utilized by Austin Resource Recovery (ARR), Austin Water (AW), Austin Code, Public Works, and Austin Fire. The City reserves the right to add other City Departments to utilize the Contract, as needed.

**2.0 BACKGROUND**

City Departments provide Safety Footwear to employees in order to provide adequate safety protection, personal comfort, and durability to withstand weather and hazardous conditions. The Safety Footwear must provide durability, and provide maximum support for feet and ankles during work activities, as well as provide protection from various other safety hazards such as heat, oil, punctures and water. ARR, AW, Austin Code, Public Works, and Austin Fire have over 1,000 employees that may require safety shoes on an annual basis in an estimated annual amount of \$150,000. The City reserves the right to order more or less than estimated.

**3.0 APPLICABLE STANDARDS**

**3.1 Safety Standards**

- 3.1.1 The Contractor shall maintain and provide Safety Footwear for City staff that satisfies Occupational Safety and Health Administration (OSHA), American Society of Testing Materials (“ASTM” (former ANSI standards)), and Personal Protective Equipment (“PPE”) International standards, codes and requirements for Safety Footwear in accordance with the terms and conditions contained herein. The minimum standards for all Safety Footwear purchased under this contract must be that the design, performance, testing, and classification of the Safety Footwear protects users from electrical shock, static-dissipating metatarsal injury, puncture or penetration, abrasion, and workplace hazards that may result in foot and ankle injuries, and impact and compression resistant.
- 3.1.2 Safety footwear shall have a minimum Impact Resistance rating of “I/75”
- 3.1.3 Safety footwear shall have a Metatarsal rating of “MT/75”
- 3.1.4 Safety footwear shall have a Compression Resistance rating of “C/75”
- 3.1.5 Safety footwear shall have a Puncture Resistance “PR” rating to resist 270 lb. of force

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- 3.1.6 The Safety Footwear must meet or exceed all ASTM protective footwear standards.
- 3.1.7 The ASTM standard certification label codes must be found on all Safety Footwear.
- 3.1.8 The contractor shall provide the following footwear that has been found to meet these specifications or equal: This is not an all-inclusive list.

Wolverine  
Hystest  
Timberland  
Converse  
Rockport  
Reebok  
Caterpillar

**4.0 CONTRACTOR RESPONSIBILITIES/REQUIREMENTS**

**4.1 Brands, Inventory and Fitting**

- 4.1.1 The Contractor shall maintain a minimum of five (5) different manufacturers to accommodate various needs of City staff and individual Safety Footwear needs.
- 4.1.2 The Contractor shall display a minimum of seventy-five (75) percent of the choices of Safety Footwear available on the contract at all times at the store location.
- 4.1.3 The Contractor shall provide Safety Footwear to City employees at the time of fitting if the selected Safety Footwear are in stock at time of the fitting. The Contractor agrees to maintain an adequate supply of Safety Footwear to maintain a ninety (90) percent fill rate upon initial visit and fitting. The inventory shall include an array of styles for both men and women in sizes from four (4) to sixteen (16) and widths from A to EEE.
- 4.1.4 The Contractor is responsible for properly fitting each employee with Safety Footwear. Each time a pair of Safety Footwear is purchased, the Contractor shall measure the employee's feet to determine and confirm proper size. The Contractor shall require that each employee try on the Safety Footwear, with proper socks, to ensure proper fit.
- 4.1.5 The Contractor shall advise City employees on the benefits of each available Safety Footwear at the time of purchase. The Contractor shall also advise City employees on proper care of the product.

**4.2 Store Location and Mobile Site**

- 4.2.1 The Contractor shall maintain at least one (1) brick and mortar retail facility located within the City of Austin limits, that provides the ability to view and purchase the inventory of Safety Footwear.

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- 4.2.2 The Contractor shall have at least one (1) mobile service vehicle, capable of site visits. The City's Contract Manager will set a schedule and notification process for the site visits with the awarded Contractor. Bi-weekly site visits are expected, or as mutually agreed upon by the City and the Contractor.
- 4.2.2 The Contractor shall be responsible for ensuring all Contractor staff are trained and educated on all the Safety Footwear offered before they are allowed to provide services to City employees.
- 4.2.3 The Contractor shall have a copy of the current contract and list of current approved Safety Footwear in their mobile service vehicle, as well as in store and online.

**4.3 Database**

- 4.3.1 The Contractor shall provide and maintain an online computerized database for all Safety Footwear issued under this contract within three (3) months of contract execution. The database shall contain the following information, along with having the ability to sort by each item:
  - A. City Department;
  - B. Employee name;
  - C. Unit Number;
  - D. Invoice number
  - E. Purchase Order number
  - F. Date employee received Safety Footwear;
  - G. Location employee received the Safety Footwear (store vs. mobile site);
  - C. List price of Safety Footwear;
  - D. Final sale price;
  - E. Manufacturer name;
  - F. Model number;
  - G. Size of Safety Footwear purchased; and
  - H. Name of COA person who authorized purchase.
- 4.3.2 The City has final approval on the format and design of the database.
- 4.3.3 The Contractor shall provide the City with a contact name and number(s) for resolving database problems and issues.
- 4.3.4 The Contractor shall provide training to COA employees who need to access the database. This training shall be requested by COA on an as needed basis and shall be provided in person or by telephone.

**4.4 Warranty**

- 4.4.1 The Contractor shall provide a warranty on all Safety Footwear purchased against defects in material, premature failure, design and manufacturing defects, and substandard workmanship

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**  
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for a minimum period of ninety (90) days after delivery of the Safety Footwear from the Contractor. Warranty repairs and replacements shall be provided within ten (10) calendar days of request.

- 4.4.2 The Contractor shall be able to provide resoling of Safety Footwear to meet contract specifications of original Safety Footwear within two (2) weeks, if requested.

**4.5 Delivery**

- 4.5.1 90% of orders shall be filled at time of retail facility visit.

- 4.5.3 Orders not filled at time of fitting must be back ordered and shipped to the store to arrive within ten (10) business days. Contractor shall contact the employee via the phone number provided on their form within ten (10) business days of purchase request to schedule arrangements for the fitting and pick up of the Safety Footwear.

- 4.5.2 City employee may elect to have ordered safety footwear delivered to specific City locations.

**4.7 Project Manager**

The Contractor shall provide a Project Manager who will oversee the contract. The Contractor shall also provide contact information for the Project Manager and an alternate contact person who will be available by telephone between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, for general contract services. The City reserves the right to request a change in Project Manager.

**4.8 Equipment and Materials**

The Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor and other services required by the contract as may be necessary to fulfill the requirements of the contract.

**4.9 Authorized Orders**

- 4.9.1 The Contractor shall review the authorized signature at time of order by matching it with the signature on the City provided list to ensure the authenticity prior to issue footwear.
- 4.9.2 The Contractor shall ensure a Purchase Order or “Screen Print” of the Purchase Order is provided at time of order. Failure to require a Purchase Order and authorized signature will constitute a violation of this specification/terms and conditions and may result in nonpayment.
- 4.9.3 Repeated failure to require an authorized purchase order, screen print, or authorized signature may constitute cancellation of the contract.

**5.0 BID SUBMITTAL AND REQUIREMENTS**

The attached bid sheet references items that are examples of types of safety shoes used by the departments; however, it does not include all types that may be purchased by the department.

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**

**SCOPE OF WORK – INVITATION FOR BID (IFB) 1500 CRR1001**

**5.1 Pricing**

Pricing shall be based on approximately 282 pairs of safety shoes/boots to be sold. Prices submitted should include all shipping and handling. Pricing shall reflect a percent “discount” or a percent “added” to the manufacturer’s price list submitted. **The price list submitted shall be manufacturers “published” price list only.** A “published date” shall be printed on the price list.

**5.2 Technical Datasheet**

The Contractor *shall include a product technical data sheet with their bid submittal*, complete with pictures and descriptions of all Safety Footwear available. The descriptions shall at a minimum include:

- A. Safety toe data (to include ratings and materials of the safety toe itself);
- B. Material manufacturer;
- C. Sizes available;
- D. Colors available;
- E. Slip ratings;
- F. Lace up or slip on; and
- G. Dimensions of boots.

**5.3 Invoice Format**

The Contractor *shall include an invoice example with their bid submittal* so that the City may review their format. Review 8.0, Invoicing Requirements for specific details.

**5.4 Manufacturer Price List**

The Contractor *shall include price list with their bid submittal* showing additional safety shoe options other than those directly listed in the bid sheet.

**5.5 Minimum Experience Requirement**

The Contractor shall have provided similar scope to the services described herein on a continual basis for a minimum of three years.

**6.0 CITY’S RESPONSIBILITIES**

**6.1 Contract Manager**

6.1.1 For technical issues please contact the Contract Manager:

Bill Huck, Department Occupational Safety Manager  
Phone: 512-974-4329  
Email: bill.huck@austintexas.gov

**6.2 Style of Safety Footwear**

COA reserves the right to require new styles of Safety Footwear or exclude certain styles from this contract. The Contractor shall meet with the Contract Manager upon request to review current styles.

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**  
**SCOPE OF WORK – INVITATION FOR BID (IFB) 1500 CRR1001**

The Contractor will make a good faith effort that new styles requested and provided are within the same price point of pricing on the bid sheet.

**7.0 QUANTITIES AND OMISSIONS**

**7.1 Quantities**

Quantities provided in this IFB are estimates and for evaluation purposes only. Actual quantities may be more or less, and no quantities are guaranteed. The City reserves the right to add similar services to this contract.

**7.2 Omissions**

All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

**8.0 ORDERING AND INVOICING REQUIREMENTS**

**8.1 Invoices and Statements**

Invoices shall be submitted on or before the 10<sup>th</sup> day of each month for only the purchases made the previous month. Payment will be processed for the number of Safety Footwear received and accounted for during the monthly period at the agreed upon contract price. Invoices shall include at a minimum:

- A. A unique invoice number;
- B. The COA provided purchase order or delivery order number and the contract number, if applicable;
- C. The Department's Name;
- D. The name of the point of contact for the Department;
- E. For ARR, each Purchase Authorization Letter (PAL), with signature approving the issuance of Safety Footwear;
- F. Employee's signature and printed name, verifying pickup or receipt of Safety Footwear;
- G. The name of the manufacturer, the model number, size, and price of Safety Footwear;
- H. Itemized pricing for the Safety Footwear;
- I. Total cost of all Safety Footwear for that month;
- J. Date the order was completed and issued to the employee; and
- K. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City.

**8.2 Order Approval**

- 8.2.1 The City shall provide the contractor an authorized signature list at the time of contract award.
- 8.2.2 City Departments will provide contractor with either a Purchase Order document or a "Screen Print" of the Purchase Order as authorization to have safety footwear issued.

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**  
**SCOPE OF WORK – INVITATION FOR BID (IFB) 1500 CRR1001**

- 8.2.3 The City will not pay invoices for footwear sold to employees without an authorized signature.
- 8.2.4 The City will not pay invoices for footwear sold to employees without a Purchase Order or “Screen Print” of the Purchase Order.

**9.0 REPORTING, RECORDS, AUDITS AND INSPECTIONS**

**9.1 Reports**

**9.1.1 Monthly Reports**

The Contractor shall provide to the Contract Manager the following report pulled from the information stored in the database on a monthly basis with each invoice. This report will be provided electronically in Excel format (or be capable of exporting into Excel), and contain the following information:

- A. City Employee name;
- B. Employee Unit Number;
- C. Date employee received Safety Footwear;
- D. Location employee received the Safety Footwear;
- C. List price of Safety Footwear;
- D. Final sale price;
- E. Manufacturer name;
- F. Model number;
- G. Size of Safety Footwear purchased; and
- H. Name of person who authorized purchase.

- 9.1.2 The Contractor shall provide the City Contract Manager or designee, via U.S. mail and electronic mail, a sales summary, on a quarterly basis or on an as requested basis.

- 9.1.3 The cost for generating and mailing the report shall be the responsibility of the Contractor. The City Contract Manager or designee will communicate the report due dates to the Contractor upon award of the contract.

- 9.1.4 The summary shall include monthly details and year to date totals for all purchases.

**9.1.2 Updated Technical Datasheet**

The Contractor shall also provide once a year, by the contract anniversary, an updated technical data sheet, complete with pictures, descriptions, and the required information listed in Section 3.2 of all Safety Footwear, with each new contract term, or as changes occur, to the Contract Manager, without prior notification from the Contract Manager. This shall be submitted electronically in PDF format, as well as mailed (or hand delivered) to the Contract Manager in a three (3) ring binder or booklet.

**CITY OF AUSTIN**  
**SAFETY FOOTWEAR**  
**SCOPE OF WORK – INVITATION FOR BID (IFB) 1500 CRR1001**

**9.2 Records, Audits, and Inspections**

- 9.2.1 The Contractor shall maintain records of all purchases in such a manner that they may be audited during or upon expiration of the contract.
- 9.2.2 City staff will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify, and provide copies to City staff, of any amendments, renewals, or replacements to their applicable licenses and permits within thirty (30) days after the effective date of amendment, renewal, or replacement.
- 9.2.3 City staff will have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services under the contract. The Contractor and any subcontractors shall also allow access by City staff to audit financial statements, and all environmental, safety, and training records.



# BID SHEET CITY OF AUSTIN SAFETY FOOTWEAR

SOLICITATION NO.: IFB 1500-CRR1001

BUYER: Claudia Rodriguez

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City. Contract award(s) will be based on the total dollar amount for Category 1 only.

## CATEGORY 1 - SPECIFIED ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	HARLEY DAVIDSON, Item # D94049	EACH	2	\$111.30	\$222.60
1.2	HYTEST, Item # K12170	EACH	2	119.00	\$238.00
1.3	HYTEST, Item # K12250	EACH	2	135.10	270.20
1.4	HYTEST, Item # K12441	EACH	2	115.50	231.00
1.5	Discontinued HYTEST, Item # K12500 Hytest K13751	EACH	2	89.60	179.20
1.6	HYTEST, Item # K13010	EACH	2	91.00	182.00
1.7	HYTEST, Item # K13270	EACH	2	124.60	249.20
1.8	HYTEST, Item # K13371	EACH	2	123.20	246.40
1.9	HYTEST, Item # K13610	EACH	2	117.60	235.20
1.10	HYTEST, Item # K23230	EACH	2	139.30	278.60
1.11	HYTEST, Item # K24231	EACH	2	146.30	292.60
1.12	Discontinued CATERPILLAR, Item # P89556 Hytest K13160	EACH	2	116.25	232.50
1.13	DR MARTENS, Item # R12721001	EACH	2	118.90	237.80
1.14	Discontinued REEBOK, Item # RB1069 Reebok RB6750	EACH	2	109.20	218.40
1.15	Discontinued REEBOK, Item # RB4513 Reebok RB4142	EACH	2	99.06	198.12
1.16	ROCKPORT, Item # RK5650	EACH	2	110.76	221.52
1.17	ROCKPORT, Item # RK6628	EACH	2	125.58	251.16
1.18	TONY LAMA, Item # RR3041	EACH	2	123.46	246.92
1.19	TIMBERLAND, Item # TB065016713	EACH	2	128.10	256.20
1.20	Discontinued WOLVERINE, Item # W02349 Wolverine W10633	EACH	2	89.60	179.20

1.21	WOLVERINE, Item # W02406	EACH	2	\$144.20	\$288.40
1.22	WOLVERINE, Item # W02625	EACH	2	98.70	197.40
1.23	WOLVERINE, Item # W04406	EACH	2	107.10	214.20
1.24	WOLVERINE, Item # W04451	EACH	2	112.70	225.40
1.25	WOLVERINE, Item # W04820	EACH	2	137.20	274.40
1.26	WOLVERINE, Item # W05698	EACH	2	119.00	238.00
1.27	WOLVERINE, Item # W10180	EACH	2	105.70	211.40
1.28	WOLVERINE, Item # W10304	EACH	2	126.70	253.40
1.29	WOLVERINE, Item # W10305	EACH	2	126.70	253.40
1.30	<del>WOLVERINE, Item # W10620</del> Wolverine W10781	EACH	2	126.00	252.00
1.31	<del>IRON AGE, Item # IAS725</del> Hytest K12150	EACH	3	88.20	264.60
1.32	<del>HYTEST, Item # K12153</del> Hytest K12520	EACH	3	105.00	315.00
1.33	HYTEST, Item # K12191	EACH	3	119.00	357.00
1.34	HYTEST, Item # K13180	EACH	3	101.50	304.50
1.35	<del>HYTEST, Item # K14262</del> Florsheim FE860	EACH	3	107.64	322.92
1.36	KEENE, Item # K5400	EACH	3	84.80	254.40
1.37	<del>REEBOK, Item # RB4512</del> Reebok RB4305	EACH	3	102.18	306.54
1.38	REEBOK, Item # RB4555	EACH	3	99.06	297.18
1.39	<del>TEGOPRO, Item # T20010</del> Hytest K12611	EACH	3	98.00	294.00
1.40	WOLVERINE, Item # W05680	EACH	3	133.00	399.00
1.41	BATES, Item # E02264	EACH	3	107.10	321.30
1.42	HYTEST, Item # K12481	EACH	3	126.00	378.00
1.43	CATERPILLAR, Item # P90803	EACH	3	84.70	254.10
1.44	REEBOK, Item # RB4444	EACH	3	99.06	297.18
1.45	TIMBERLAND, Item # TB026063214	EACH	3	123.90	371.70
1.46	TIMBERLAND, Item # TB026078242	EACH	3	144.90	434.70
1.47	TIMBERLAND, Item # TB052562214	EACH	3	140.70	422.10
1.48	WOLVERINE, Item # W04349	EACH	4	100.80	403.20
1.49	WOLVERINE, Item # W04904	EACH	4	103.60	414.40
1.50	BATES, Item # E02263	EACH	4	110.60	442.40
1.51	DR MARTENS, Item # R12721200	EACH	4	118.90	475.60
1.52	ROCKPORT, Item # RK5650	EACH	4	110.76	443.04
1.53	WOLVERINE, Item # W04405	EACH	4	107.10	428.40
1.54	TIMBERLAND, Item # TB026388210	EACH	5	107.10	535.50

1.55	<del>Discontinued</del> WOLVERINE, Item # W02252	Wolverine W10788	EACH	5	\$122.50	\$612.50
1.56	WOLVERINE, Item # W04406		EACH	6	107.10	642.60
1.57	WOLVERINE, Item # W08404		EACH	6	103.60	621.60
1.58	TIMBERLAND, Item # TB026064001		EACH	10	123.90	1239.00
1.59	REEBOK, Item # RB1068		EACH	10	104.86	1048.60
1.60	<del>Discontinued</del> REEBOK, Item # RB1069	Hytex K13221	EACH	10	94.50	945.00
1.61	WOLVERINE, Item # W02419		EACH	10	131.60	1316.00
1.62	<del>Discontinued</del> WOLVERINE, Item # W04713	Hytex K13250	EACH	10	89.60	896.00
1.63	HYTEST, Item # K12251		EACH	15	135.10	2026.50
1.64	WOLVERINE, Item # W02625		EACH	20	98.70	1974.00
1.65	WOLVERINE, Item # W05698		EACH	40	119.00	4760.00
SUBTOTAL FOR CATEGORY 1 =					\$31,913.38	

**CATEGORY 2 - DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR NON-SPECIFIED PRODUCTS (For Informational Purposes Only)**

The City wishes to purchase other associated safety shoes that are not listed above in recognition of the City's needs. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below. The percentage markup or discount offered should take into account all costs (administrative, overhead, shipping charges, etc.). These costs shall be factored into the discount or markup rates and shall not be paid separately.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400. A bid of "0" (zero) will be interpreted by the City as a zero percent (0%) discount. A bid of "no bid" or information left blank will be interpreted by the City that the Offeror does not wish to bid on that item.

The City reserves the right to purchase any amount of these quantities as may be required during the Contract term. Quantities will be ordered as-needed and specified by the City for each order.

Offeror shall provide the manufacturer(s) of the parts, the name and number of the identified price list(s), the latest effective date of the identified price list(s) and either the percentage discount(s) or markup(s) to the identified price list(s). Please include all manufacturers price lists that could contribute to the Contract. Attach additional sheets as necessary.

ITEM NO	MANUFACTURER	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	MINIMUM DISCOUNT FROM OR MAXIMUM MARKUP TO PRICE LIST
2.1	Hytex Safety Network	Name <u>2018 National Price List</u> Number	Jan. 1, 2018	<u>30</u> % Discount or % Markup
2.2	Timberland Pro.	Name <u>Spring 2018 Footwear Price List</u> Number	Feb. 1, 2018	<u>16</u> % Discount or % Markup
2.3	Reebok Work	Name <u>Reebok Work Mens/Women MSRP</u> Number	Jan. 1, 2018	<u>22</u> % Discount or % Markup
2.4	Rockport Works	Name <u>Rockport Works MSRP</u> Number	Jan. 1, 2018	<u>22</u> % Discount or % Markup

**CONFIRMATION OF REQUIREMENTS**

3.1	Is bidder able to provide at least one (1) brick and mortar retail store within the City of Austin limits as specified in the Scope of Work?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3.2	Is an invoice example included with the bid as specified in the Scope of Work?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3.3	Is the Technical Datasheet included with the bid as specified in the Scope of Work?	<input checked="" type="radio"/> YES <input type="radio"/> NO

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: COMMON CARRIER \_\_\_\_\_ VENDOR STAFF X

COMPANY NAME: Safety Shop Distributors, LLP

FACILITY ADDRESS: 7429 Burnet Rd, Austin, Tx 78757



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB CRR1001**

**Addendum No: 1**

**Date of Addendum: 04/19/2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Thursday, April 26<sup>th</sup> at 2:00pm.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Claudia Rodriguez

Claudia Rodriguez, Procurement Specialist IV  
Purchasing Office, 512-974-2959

4/19/18

Date

ACKNOWLEDGED BY:

Robert E. Holmes

Name

[Signature]

Authorized Signature

4/19/18

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

## Discounts off Manufacturer Price List for Non-Specifed and Specified Products

<u>Manufacturer</u>	<u>Name and Number of Price List</u>	<u>Effective Date</u>	<u>Discount</u>
Hytest Network	2018 National Price List	01/01/18	30%
Timberland Pro	Spring 2018 Footwear Price List	02/01/18	16%
Reebok Work	Reebok Work Men's/Women's MSRP	01/01/18	22%
Rockport Works	Rockport Works MSRP	01/01/18	22%
Knapp	Knapp MSRP Prices	01/01/18	20%
Florsheim Works	Florsheim Works MSRP Prices	01/01/18	22%
Reebok Duty	Reebok Duty MSRP Price List	07/01/17	18%
Dr. Martens	Dr. Martens MSRP	01/01/18	18%
Double H Boots	Double H Boots Active MAP	01/01/18	6%
Tony Lama Boots	Tony Lama IMAP Prices	04/02/18	5%
Justin Work	Justin Work IMAP Prices	04/02/18	6%
Durango	Durango MSRP Prices	11/15/17	10%
Thorogood Work	Thorogood Work MSRP	02/05/18	20%
Thorogood Uniform	Thorogood Uniform MSRP	02/01/18	20%
Twisted X	Twisted X MSRP	02/01/18	7%
Ariat	Ariat Domestic MSRP	01/01/18	11%

**Sec0600BidSheet**

Safety Shoe Distributors, LLP

4/18/2018

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Safety Shoe Distributors, LLP	
Physical Address	7429 Burnet Road; Austin, TX 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm	N A	
Physical Address	N A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N A	
Physical Address	N A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding Company Name Safety Shoe Distributors, LLP

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Houston - Solid Waste Mangement  
Name and Title of Contact Karen Bledsoe - Purchasing Manager  
Project Name Safety Footwear and Mobile Service  
Present Address 5711 Eastex Freeway  
City, State, Zip Code Houston, TX 77026  
Telephone Number (281) 892-9031 Fax Number (713) 837-9243  
Email Address karen.bledsoe@houstontx.gov
  
2. Company's Name City of Galveston  
Name and Title of Contact Susan Serrano  
Project Name Safety Footwear  
Present Address P.O. Box 779  
City, State, Zip Code Galveston, TX 77553  
Telephone Number (409) 797-3575 Fax Number ( )  
Email Address \_\_\_\_\_
  
3. Company's Name Fort Bend County  
Name and Title of Contact J. T. Pena  
Project Name Safety Footwear  
Present Address 301 Jackson, Suite 201  
City, State, Zip Code Richmond, TX 77469  
Telephone Number (281) 238-3529 Fax Number ( )  
Email Address j.t.pena@fortbendcountytexas.gov

**City of Austin, Texas  
Section 0800  
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas  
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination

or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

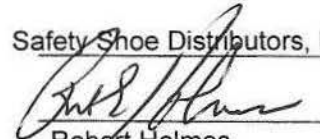
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of April, 2018

CONTRACTOR

Safety Shoe Distributors, LLP

Authorized  
Signature



Robert Holmes

Title

General Manager

**Section 0825: Workplace Conditions Affidavit**

State of Texas  
County of Travis

I, Robert E. Holmes, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Description of goods or services	Safety Footwear	
Country of Production	Various	
Name of Facility	Safety Shoe Distributors, LLP	
Physical Address	7429 Burnet Road	
City, State, Zip Code	Austin, TX 78757	
Phone Number	(512) 452-2467	

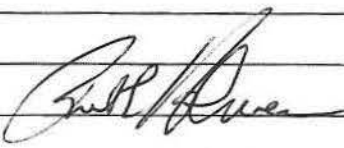
[List as necessary, attach additional sheet if needed]

1. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hour wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

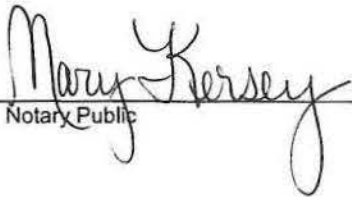
Contractor's Name: Safety Shoe Distributors, LLP

Printed Name: Robert E. Holmes

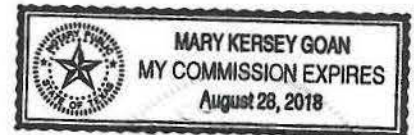
Title: General Manager

Signature of Officer or Authorized Representative: 

Subscribed and sworn to before me this 18th day of April 2018.

  
Notary Public

My Commission Expires \_\_\_\_\_



**Section 0835: Non-Resident Bidder Provisions**

Company Name Safety Shoe Distributors, LLP

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 1500- CRR1001  
SOLICITATION TITLE: Safety Footwear

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

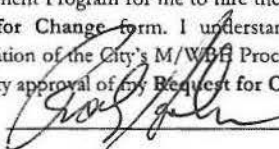
**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Safety Shoe Distributors, LLP		
City Vendor ID Code	V00000932724		
Physical Address	9330 Lawndale Ave.		
City, State Zip	Houston, TX 77012		
Phone Number	713-928-6691	Email Address	bobholmes@safetysloedist.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Robert E. Holmes, General Manager

Name and Title of Authorized Representative (Print or Type)

 April 18, 2018  
Signature/Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Safety Shoe Distributors, LLP  
Houston, TX United States

Certificate Number:  
2018-385990

Date Filed:  
07/30/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7400-GA180000069  
Safety Footwear

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McElligott, Jack	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Jack McElligott, and my date of birth is \_\_\_\_\_.

My address is 9330 Lawndale Avenue, Houston, TX, 77012, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 30th day of July, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

JAN. 2018



## 2018 NATIONAL PRICE LIST

EFFECTIVE JANUARY 1, 2018

HYTEST SAFETY FOOTWEAR, HA-1-25, 9341 COURTLAND DRIVE, ROCKFORD, MI 49351

TOLL FREE: 800/635-4536, FAX: 616/866-7617, WEBSITE: www.hytest.com

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HYTEST						MERRELL			
STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE
K04052	\$ 265.00	K12253	\$ 200.00	K14001	\$ 220.00	K23230	\$ 199.00	J15735	\$ 215.00
K04055	\$ 241.00	K12271	\$ 163.00	K14061	\$ 140.00	K23231	\$ 199.00	J15737	\$ 215.00
K04065	\$ 241.00	K12281	\$ 190.00	K14121	\$ 235.00	K23300	\$ 211.00	J15751	\$ 180.00
K10071	\$ 164.00	K12350	\$ 127.00	K14261	\$ 203.00	K23411	\$ 229.00	J15753	\$ 180.00
K10080	\$ 120.00	K12441	\$ 165.00	K14270	\$ 189.00	K23420	\$ 217.00	J15773	\$ 170.00
K10081	\$ 120.00	K12451	\$ 180.00	K14430	\$ 190.00	K24181	\$ 199.00	J15774	\$ 170.00
K10112	\$ 125.00	K12480	\$ 180.00	K14480	\$ 187.00	K24210	\$ 195.00	J15777	\$ 170.00
K10113	\$ 125.00	K12481	\$ 180.00	K14481	\$ 187.00	K24231	\$ 209.00	J15778	\$ 170.00
K10180	\$ 135.00	K12510	\$ 140.00	K14562	\$ 219.00	K24341	\$ 225.00	J15803	\$ 160.00
K10181	\$ 135.00	K12511	\$ 140.00	K15021	\$ 217.00	K24411	\$ 237.00	J15815	\$ 145.00
K10190	\$ 135.00	K12520	\$ 150.00	K15041	\$ 234.00	K25181	\$ 209.00	J15819	\$ 145.00
K10191	\$ 135.00	K12541	\$ 140.00	K15261	\$ 215.00	K25210	\$ 195.00	J15821	\$ 150.00
K10280	\$ 145.00	K12552	\$ 160.00	K15271	\$ 189.00	K25211	\$ 195.00	J15822	\$ 150.00
K10281	\$ 145.00	K12561	\$ 140.00	K15340	\$ 239.00	K25431	\$ 221.00	J15865	\$ 160.00
K10291	\$ 145.00	K12571	\$ 155.00	K15440	\$ 165.00	K27020	\$ 160.00	J15876	\$ 180.00
K10750	\$ 116.00	K12611	\$ 140.00	K15481	\$ 197.00	K27021	\$ 160.00	J15878	\$ 180.00
K10751	\$ 116.00	K13010	\$ 130.00	K15762	\$ 190.00	K27030	\$ 160.00	J17735	\$ 160.00
K10811	\$ 183.00	K13021	\$ 153.00	K17112	\$ 120.00	K27031	\$ 160.00	J17738	\$ 160.00
K10830	\$ 135.00	K13121	\$ 225.00	K17170	\$ 135.00	K27331	\$ 189.00	J17740	\$ 160.00
K10831	\$ 135.00	K13160	\$ 155.00	K17202	\$ 145.00	K30046	\$ 175.00	J17757	\$ 160.00
K10961	\$ 162.00	K13180	\$ 145.00	K17271	\$ 115.00	K30221	\$ 148.00	J17759	\$ 160.00
K10970	\$ 167.00	K13181	\$ 145.00	K17300	\$ 125.00	K30432	\$ 158.00	J17762	\$ 160.00
K11100	\$ 121.00	K13200	\$ 182.00	K17301	\$ 125.00	K43011	\$ 299.00	J45325	\$ 185.00
K11120	\$ 120.00	K13220	\$ 154.00	K17302	\$ 125.00	K44011	\$ 309.00	J45327	\$ 160.00
K11151	\$ 115.00	K13221	\$ 135.00	K17304	\$ 125.00	K50050	\$ 117.00	J45329	\$ 164.80
K11170	\$ 120.00	K13270	\$ 178.00	K17320	\$ 130.00	K50051	\$ 117.00		
K11192	\$ 135.00	K13310	\$ 163.00	K17322	\$ 130.00	K50060	\$ 117.00		
K11200	\$ 145.00	K13370	\$ 176.00	K17350	\$ 130.00	K50061	\$ 117.00		
K11210	\$ 115.00	K13371	\$ 176.00	K17360	\$ 130.00	K53030	\$ 127.00		
K11211	\$ 115.00	K13450	\$ 176.00	K17382	\$ 155.00	K53050	\$ 117.00		
K11280	\$ 143.00	K13451	\$ 176.00	K17383	\$ 155.00	K80010	\$ 9.50		
K11281	\$ 133.00	K13540	\$ 179.00	K17391	\$ 130.00				
K11450	\$ 120.00	K13560	\$ 194.00	K17392	\$ 130.00				
K11460	\$ 130.00	K13562	\$ 209.00	K17511	\$ 120.00				
K11470	\$ 130.00	K13569	\$ 209.00	K17519	\$ 120.00				
K11473	\$ 130.00	K13570	\$ 155.00	K17650	\$ 135.00				
K11510	\$ 120.00	K13571	\$ 160.00	K17812	\$ 120.00				
K11519	\$ 120.00	K13580	\$ 140.00	K20020	\$ 160.00				
K11651	\$ 135.00	K13581	\$ 140.00	K20021	\$ 160.00				
K11812	\$ 120.00	K13610	\$ 168.00	K20030	\$ 160.00				
K12071	\$ 174.00	K13671	\$ 169.00	K20031	\$ 160.00				
K12111	\$ 177.00	K13721	\$ 145.00	K23100	\$ 180.00				
K12150	\$ 126.00	K13750	\$ 128.00	K23101	\$ 180.00				
K12170	\$ 170.00	K13751	\$ 128.00	K23110	\$ 185.00				
K12191	\$ 170.00	K13772	\$ 180.00	K23111	\$ 185.00				
K12200	\$ 172.00	K13811	\$ 194.00	K23180	\$ 189.00				
K12250	\$ 193.00	K13872	\$ 145.00	K23181	\$ 189.00				
K12251	\$ 193.00	K14000	\$ 135.00	K23182	\$ 189.00				



## 2018 NATIONAL PRICE LIST

EFFECTIVE JANUARY 1, 2018

HYTEST SAFETY FOOTWEAR, HA-1-25, 9341 COURTLAND DRIVE, ROCKFORD, MI 49351

TOLL FREE: 800/635-4536, FAX: 616/866-7617, WEBSITE: www.hytest.com

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WOLVERINE				CAT				HARLEY	
STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE	STYLE#	PRICE
W02194	\$ 134.00	W10647	\$ 210.00	P89516	\$ 156.00	P90935	\$ 133.00	D83668	\$ 189.00
W02287	\$ 215.00	W10650	\$ 210.00	P89882	\$ 182.00	P90936	\$ 133.00	D83883	\$ 175.00
W02292	\$ 170.00	W10652	\$ 200.00	P89940	\$ 180.00			D91144	\$ 149.00
W02359	\$ 216.00	W10653	\$ 200.00	P89980	\$ 180.00			D93027	\$ 149.00
W02406	\$ 206.00	W10674	\$ 123.00	P89981	\$ 180.00			D93120	\$ 203.00
W02410	\$ 170.00	W10675	\$ 123.00	P90098	\$ 137.00			D93176	\$ 179.00
W02419	\$ 188.00	W10677	\$ 122.00	P90100	\$ 137.00			D93198	\$ 179.00
W02427	\$ 198.00	W10678	\$ 122.00	P90192	\$ 122.00			D93327	\$ 138.00
W02625	\$ 141.00	W10680	\$ 140.00	P90266	\$ 117.00			D93329	\$ 145.00
W02780	\$ 213.00	W10693	\$ 122.00	P90284	\$ 143.00			D94049	\$ 159.00
W04349	\$ 144.00	W10694	\$ 128.00	P90285	\$ 143.00			D95055	\$ 209.00
W04405	\$ 153.00	W10699	\$ 140.00	P90340	\$ 117.00			D95326	\$ 175.00
W04406	\$ 153.00	W10702	\$ 145.00	P90387	\$ 157.00			D95328	\$ 185.00
W04451	\$ 161.00	W10706	\$ 210.00	P90388	\$ 161.00				
W04452	\$ 171.00	W10750	\$ 123.00	P90418	\$ 153.00				
W04707	\$ 177.00	W10765	\$ 155.00	P90439	\$ 165.00				
W04820	\$ 196.00	W10781	\$ 180.00	P90443	\$ 151.00	<b>BATES</b>			
W04822	\$ 206.00	W10787	\$ 175.00	P90444	\$ 151.00	STYLE#	PRICE		
W04826	\$ 206.00	W10788	\$ 175.00	P90448	\$ 151.00	E02263	\$ 158.00		
W04904	\$ 148.00	W10793	\$ 190.00	P90449	\$ 200.00	E02264	\$ 153.00		
W05094	\$ 165.00	W10813	\$ 165.00	P90541	\$ 215.00	E02272	\$ 219.50		
W05679	\$ 180.00	W10815	\$ 165.00	P90542	\$ 215.00	E02276	\$ 176.50		
W05680	\$ 190.00	W10831	\$ 180.00	P90702	\$ 175.00	E07075	\$ 199.00		
W05698	\$ 170.00			P90703	\$ 175.00	E07076	\$ 202.50		
W06654	\$ 137.00			P90707	\$ 165.00	E07166	\$ 152.50		
W08404	\$ 149.00			P90711	\$ 150.00	E07168	\$ 169.50		
W10112	\$ 168.00			P90715	\$ 155.00				
W10113	\$ 168.00			P90721	\$ 160.00				
W10180	\$ 151.00			P90749	\$ 175.00				
W10181	\$ 151.00			P90800	\$ 121.00				
W10244	\$ 216.00			P90801	\$ 121.00				
W10304	\$ 181.00			P90802	\$ 121.00				
W10305	\$ 181.00			P90803	\$ 121.00				
W10308	\$ 251.00			P90837	\$ 128.00				
W10309	\$ 191.00			P90838	\$ 128.00	<b>MEGACOMFORT INSOLES</b>			
W10314	\$ 199.00			P90839	\$ 128.00	STYLE #	PRICE		
W10318	\$ 209.00			P90843	\$ 185.00	PAM	\$ 26.95		
W10483	\$ 205.00			P90844	\$ 185.00	PAM ESD	\$ 29.95		
W10484	\$ 205.00			P90845	\$ 170.00	MEGASOLE	\$ 27.95		
W10488	\$ 215.00			P90846	\$ 170.00	THOTIC	\$ 44.95		
W10553	\$ 175.00			P90848	\$ 179.00				
W10554	\$ 175.00			P90849	\$ 179.00				
W10609	\$ 215.00			P90864	\$ 158.00				
W10611	\$ 205.00			P90865	\$ 158.00				
W10612	\$ 205.00			P90869	\$ 162.00				
W10632	\$ 128.00			P90870	\$ 162.00				
W10633	\$ 128.00			P90929	\$ 122.00				
W10646	\$ 210.00			P90930	\$ 122.00				



## SPRING 2018 US FOOTWEAR PRICE LIST

PRICE EFFECTIVE DATE 2/1/2018

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER	Sizing	S18 RETAIL PRICE (US)
1001A	TB01001A214	AG BOSS PULL ON AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$245.00
1026A	TB01026A214	9 IN RIP SAW ST WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$267.50
1053A	TB01053A214	AG BOSS PULL ON AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$240.00
1059A	TB01059A214	CSA MORTAR WELL CT WP FP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$225.00
1064A	TB01064A001	6 IN STOCKDALE AL	BLACK	MALE	Medium Wide : 3.5-12 13 14 15	\$142.50
1100A	TB01100A001	STOCKDALE OX AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$132.50
1112A	TB01112A210	8 IN BOONDOCK CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$235.00
1113A	TB01113A210	8 IN BOONDOCK WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$225.00
1150A	TB01150A214	6 IN LINDEN AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$137.50
1152A	TB01152A214	INTL WELLINGTON AL FP	BROWN	MALE	F - XW Medium Wide : 5-12 13 14 15	\$215.00
1161A	TB01161A001	6 IN VALOR DUTY CT WP ZIP	BLACK	UNISEX	Medium Wide : 3.5-12 13 14 15	\$162.50
1163A	TB01163A001	6 IN VALOR DUTY ZIP WP	BLACK	UNISEX	Medium Wide : 3.5-12 13 14 15	\$152.50
1164A	TB01164A001	6 IN VALOR DUTY WP	BLACK	UNISEX	Medium Wide : 3.5-12 13 14 15	\$147.50
1165A	TB01165A001	8 IN VALOR DUTY CT WP ZIP	BLACK	UNISEX	Medium Wide : 3.5-12 13 14 15	\$172.50
1167A	TB01167A001	8 IN VALOR DUTY WP ZIP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$162.50
24097	TB024097214	6 IN TITAN	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$137.50
26002	TB026002713	8 IN DIRECT ATTACH ST WP	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$157.50
26011	TB026011713	8 IN DIRECT ATTACH WP	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$152.50
26036	TB026036001	6 IN DIRECT ATTACH WP INS	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$147.50

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER	Sizing	\$18 RETAIL PRICE (US)
26038	TB026038001	6 IN DIRECT ATTACH ST	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$152.50
26063	TB026063214	6 IN TITAN AL	BROWN	MALE	F - XW Medium Wide : 5-12 13 14 15 16	\$147.50
26064	TB026064001	6 IN TITAN AL	BLACK	MALE	Medium Wide : 7-12 13 14 15 16 17	\$147.50
26078	TB026078242	6 IN TITAN AL WP	BROWN	MALE	F - XW Medium Wide : 7-12 13 14 15	\$172.50
26388	TB026388210	6 IN TITAN TITAN AL	BROWN	FEMALE	Medium Wide : 5.5-10 11	\$127.50
33030	TB033030231	6 IN PIT BOSS	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$125.00
33031	TB033031231	6 IN PIT BOSS ST	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$130.00
33032	TB033032001	6 IN PIT BOSS ST	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$130.00
33034	TB033034214	6 IN PIT BOSS ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$130.00
33046	TB033046214	6 IN PIT BOSS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$125.00
38020	TB038020242	6 IN DIRECT ATTACH WP INS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$147.50
38021	TB038021242	6 IN DIRECT ATTACH ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$152.50
38022	TB038022242	8 IN DIRECT ATTACH WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$152.50
40000	TB040000001	6 IN MET GUARD ST	BLACK	UNISEX	Medium Wide : 5-12 13 14 15	\$177.50
40008	TB040008001	MUDSILL LOW ST	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$115.00
40044	TB040044001	TITAN OX AL	BLACK	MALE	Medium Wide : 5-12 13 14 15	\$132.50
47001	TB047001242	6 IN POWERWELT ST	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$173.50
47015	TB047015242	TITAN OX	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$127.50
47019	TB047019210	8 IN TITAN AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$177.50
47028	TB047028210	TITAN OX AL	BROWN	MALE	F - XW Medium Wide : 7-12 13 14 15	\$132.50
47591	TB047591214	6 IN ENDURANCE ST WP	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$190.00
47592	TB047592001	6 IN ENDURANCE ST WP	BLACK	MALE	Medium Wide : 5-12 13 14 15	\$190.00
50504	TB050504214	6 IN FLEXSHIELD ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$172.50
50506	TB050506242	6 IN TITAN LACE TO TOE AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$147.50
50507	TB050507001	6 IN TITAN CT	BLACK	MALE	Medium Wide : 5-12 13 14 15	\$152.50
50508	TB050508210	6 IN TITAN CT	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$152.50
52561	TB052561214	CSA 8 IN ENDURANCE ST SP	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$185.00
52562	TB052562214	6 IN ENDURANCE ST WP	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$167.50
53009	TB053009214	6 IN PRO WEDGE	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$127.50
53359	TB053359242	6 IN TITAN TITAN AL	BROWN	FEMALE	Medium Wide : 5.5-10 11	\$147.50
53522	TB053522210	POWERWELT WELLINGTON ST	BROWN	MALE	F - XW Medium Wide : 5-12 13 14 15	\$181.00
53530	TB053530001	8 IN MET GUARD ST WP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$205.00
53531	TB053531001	10 IN GRAVEL PIT ST SP	BLACK	MALE	Medium Wide : 5-12 13 14 15	\$255.00
53534	TB053534230	TITAN SLIP ON AL	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$127.50
53536	TB053536210	6 IN TITAN WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$162.50

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER	Sizing	S18 RETAIL PRICE (US)
54567	TB054567214	6 IN ENDURACNE AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$177.50
55398	TB055398210	6 IN TITAN	BROWN	FEMALE	Medium Wide : 5.5-10 11	\$120.00
61009	TB061009484	MUDSILL LOW ST	BLUE	MALE	Medium Wide : 5-12 13 14 15	\$115.00
63189	TB063189214	TITAN OX SF	BROWN	FEMALE	Medium Wide : 5.5-10 11	\$120.00
65016	TB065016713	6 IN DIRECT ATTACH ST	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$152.50
65030	TB065030713	6 IN DIRECT ATTACH WP INS	WHEAT	MALE	Medium Wide : 6-12 13 14 15	\$147.50
72399	TB072399001	6 IN TITAN TITAN AL	BLACK	FEMALE	Medium Wide : 5.5-10 11	\$127.50
81016	TB081016214	GORGE ST ESD	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$132.50
85516	TB085516214	6 IN MET GUARD ST	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$177.50
85520	TB085520214	TITAN TREKKER AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$152.50
85590	TB085590214	GLADSTONE OX ESD ST	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$137.50
85591	TB085591214	6 IN MAGNUS ST	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$120.00
85594	TB085594214	6 IN HELIX SF WP	BROWN	UNISEX	Medium Wide : 5-12 13 14 15	\$193.00
85599	TB085599214	NEWBURY SLIP ON AL ESD	BROWN	FEMALE	Medium Wide : 5-10 11	\$127.50
86509	TB086509214	GLADSTONE SLIP ON ST	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$137.50
86515	TB086515214	MUDSLINGER MID ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$137.50
86518	TB086518214	6 IN HELIX AL	BROWN	UNISEX	Medium Wide : 5-12 13 14 15	\$165.50
87517	TB087517001	6 IN HELIX SF WP	BLACK	MALE	Medium Wide : 5-12 13 14 15	\$198.00
87528	TB087528001	NEWBURY SLIP ON AL ESD	BLACK	FEMALE	Medium Wide : 5-10 11	\$127.50
87529	TB087529214	6 IN HELIX WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$183.00
87559	TB087559214	EXCAVE WELLINGTON ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$142.50
87566	TB087566214	8 IN HELIX CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$208.00
88116	TB088116214	8 IN RIGMASTER AL WP INS	BROWN	FEMALE	Medium Wide : 5.5-10 11	\$177.50
88117	TB088117214	6 IN RIGMASTER AL WP	BROWN	FEMALE	Medium Wide : 5-10 11	\$162.50
88537	TB088537214	HELIX WELLINGTON CT	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$218.00
88559	TB088559214	6 IN BARSTOW WEDGE AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$152.50
89604	TB089604270	RIGMASTER WELLINGTON ST	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$205.00
89628	TB089628214	8 IN BOONDOCK CT WP INS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$240.00
89631	TB089631214	6 IN ENDURANCE PR	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$157.50
89635	TB089635214	8 IN BOONDOCK INS ST	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$225.00
89645	TB089645001	CSA 8 IN BOONDOCK CT WP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$265.00
89646	TB089646214	CSA 8 IN BOONDOCK CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$265.00
89646	TB089646214	CSA 8 IN BOONDOCK CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$265.00
89647	TB089647214	6 IN BARSTOW WEDGE	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$147.50
89649	TB089649214	8 IN RIGMASTER MG AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$210.00

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER Sizing	\$18 RETAIL PRICE (US)
89652	TB089652214	EXCAVE WELLINGTON ST	BROWN	MALE Medium Wide : 7-12 13 14 15	\$200.00
89656	TB089656214	9 IN RIP SAW CT WP INS	BROWN	MALE Medium Wide : 7-12 13 14 15	\$277.50
89687	TB089687100	RENOVA PROFESSIONAL CLOG	WHITE	FEMALE Medium Wide : 5.5-10 11	\$120.00
89688	TB089688214	RENOVA PROFESSIONAL CLOG	BRON	FEMALE Medium Wide : 5.5-10 11	\$120.00
89689	TB089689001	RENOVA PROFESSIONAL CLOG	BLACK	FEMALE Medium Wide : 5.5-10 11	\$120.00
89697	TB089697214	6 IN HELIX IMG CT	BLACK	UNISEX Medium Wide : 3.5-12 13 14 15	\$200.00
90625	TB090625357	6 IN HYPERION WP	GREY	MALE Medium Wide : 7-12 13 14 15	\$172.50
90646	TB090646214	6 IN HYPERION XL ST	BROWN	MALE Medium Wide : 7-12 13 14 15	\$190.00
90665	TB090665214	6 IN TITAN CT WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$185.00
90667	TB090667001	VALOR TACTICAL OX	BLACK	UNISEX Medium Wide : 3.5-12 13 14 15	\$110.00
90670	TB090670001	TITAN OX SF	BLACK	FEMALE Medium Wide : 5-11	\$120.00
91614	TB091614001	CSA 9 IN RIP SAW CT FP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$287.00
91621	TB091621827	Dynamic Insole OR	Orange	UNISEX Medium : XS S M L XL XXL	\$29.99
91622	TB091622484	High Rebound Insole BL	Blue	UNISEX Medium : XS S M L XL XXL	\$17.99
91631	TB091631214	CSA 6 IN BOONDOCK CT FP	BROWN	MALE Wide : 7-11 12 13 14 15	\$215.00
91636	TB091636214	AG BOSS PULL ON AL WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$245.00
91677	TB091677214	EXCAVE WELLINGTON ST	BROWN	MALE Medium Wide : 7-12 13 14 15	\$157.50
91678	TB091678001	6 IN EXCAVE MG ST	BLACK	MALE Medium Wide : 7-12 13 14 15	\$157.50
91694	TB091694214	BRANSTON MOC TOE ESD AL	BROWN	MALE Medium Wide : 7-12 13 14 15	\$142.50
91696	TB091696214	4 IN HYPERION AL WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$167.50
92615	TB092615214	6 IN BOONDOCK CT WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$205.00
92633	TB092633001	5 IN VALOR TACTICAL WP	BLACK	UNISEX Medium Wide : 3.5-12 13 14 15	\$142.50
92634	TB092634001	5 IN VALOR TACTICAL	BLACK	MALE Medium Wide : 3.5-12 13 14 15	\$115.00
92638	TB092638001	8 IN VALOR TACTICAL ZIP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$132.50
92639	TB092639001	8 IN VALOR TACTICALWP ZIP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$157.50
92641	TB092641214	6 IN BOONDOCK CT WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$210.00
92647	TB092647001	BRANSTON MOC TOE ESD AL	BLACK	MALE Medium Wide : 7-12 13 14 15	\$142.50
92649	TB092649001	POWERTRAIN SDP AL	BLACK/G	MALE Medium Wide : 7-12 13 14 15	\$112.50
92669	TB092669001	POWERTRAIN ESD AL	BLACK/PI	FEMALE Medium Wide : 5.5-10 11	\$102.50
92671	TB092671214	8 IN BOONDOCK CT WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$235.00
92673	TB092673214	6 IN BOONDOCK WP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$195.00
95553	TB095553214	8 IN RIGMASTER MG AL WP	BROWN	MALE Medium Wide : 5-12 13 14 15	\$200.00
95567	TB095567001	8 IN ENDURANCE ST SP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$210.00
99524	TB099524242	10 IN WARRICK MG AL	BROWN	UNISEX Medium Wide : 5-12 13 14 15 16 17 18	\$250.00
A11PS	TB0A11PS065	ROCKSCAPE ST	GREY	FEMALE Medium Wide : 5.5-10 11	\$105.00

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER	Sizing	S18 RETAIL PRICE (US)
A11QF	TB0A11QF001	POWERTRAIN MID ESD	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$127.50
A11RO	TB0A11RO214	6 IN RIGMASTER ST WP	BROWN	MALE	Medium Wide : 5-12 13 14 15	\$172.50
A11SB	TB0A11SB214	8 IN RIGMASTER ST WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$185.00
A121H	TB0A121H231	6 IN RESISTOR CT WP INS	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$175.00
A121S	TB0A121S214	6 IN RESISTOR CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$175.00
A1224	TB0A1224214	6 IN RESISTOR CT WP INS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$175.00
A122Q	TB0A122Q001	6 IN RESISTOR CT WP INS	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$175.00
A127G	TB0A127G214	6 IN BOONDOCK CT WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$205.00
A128P	TB0A128P214	8 IN BOONDOCK CT WP INS	BROWN	MALE	Wide : 7-12 13 14 15	\$265.00
A12CS	TB0A12CS214	AG BOSS WELLINGTON AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$220.00
A12KN	TB0A12KN214	9 IN CROSSCUT ST WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$250.00
A16JZ	TB0A16JZ001	VELOCITY AL BLK SAFETY EH	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$127.50
A16NN	TB0A16NN001	POWERTRAIN SDP AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$112.50
A16OP	TB0A16OP001	6 IN ASCENDER AL WP BLACK	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$162.50
A16RF	TB0A16RF001	VELOCITY AL BLK/OR MID EH	BLACK/O	MALE	Medium Wide : 7-12 13 14 15	\$132.50
A16SS	TB0A16SS001	GRIDWORKS AL WP BLACK	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$200.00
A16T4	TB0A16T4214	GRIDWORKS AL WP BROWN	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$190.00
A1711	TB0A1711214	6 IN ASCENDER AL WP BROWN	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$162.50
A172T	TB0A172T214	6 IN ENDURANCE EMG ST SP BROWN	BROWN	UNISEX	Medium Wide : 3.5-12 13 14 15	\$185.00
A176A	TB0A176A001	POWERTRAIN SPORT AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$110.00
A1AX5	TB0A1AX5001	STOCKDALE OX AL SS	BLACK	UNISEX	Medium Wide : 3.5-12 13 14 15	\$152.50
A1AXG	TB0A1AXG001	STOCKDALE PULLON AL SS	BLACK	MALE	Medium Wide : 3.5-12 13 14 15	\$167.50
A1B3P	TB0A1B3P214	LINDEN CHELSEA AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$142.50
A1B4K	TB0A1B4K001	6 IN GRIDWORKS AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$172.50
A1B4L	TB0A1B4L214	6 IN GRIDWORKS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$162.50
A1B6S	TB0A1B6S001	POWERTRAIN SPORT AL	BLACK/O	MALE	Medium Wide : 7-12 13 14 15	\$110.00
A1B6U	TB0A1B6U001	POWERTRAIN SPORT AL SDP	BLACK	MALE		\$120.00
A1B7F	TB0A1B7F001	POWERTRAIN SPORT AL SDP	BLACK	FEMALE	Medium Wide : 5.5-10 11	\$110.00
A1B7Q	TB0A1B7Q214	STOCKDALE OX AL SS	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$152.50
A1BAB	TB0A1BAB214	DISRUPTOR CHUKKA AL	DONKEY	MALE	Medium Wide : 7-12 13 14 15	\$142.50
A1BAK	TB0A1BAK231	DISRUPTOR CHUKKA AL	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$142.50
A1FY5	TB0A1FY5001	VALOR DUTY OX	BLACK	MALE	F - XW Medium Wide : 3.5-12 13 14 15	\$110.00
A1FZP	TB0A1FZP001	6 IN BOONDOCK CT WP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$200.00
A1GF6	TB0A1GF6065	DISRUPTOR OX AL SDP	GRAPHIT	UNISEX	Medium Wide : 3.5-12 13 14 15	\$142.50
A1GHM	TB0A1GHM001	POWERTRAIN SPORT IMG AL	BLACK	UNISEX		\$137.50

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER	Sizing	\$18 RETAIL PRICE (US)
A1GM1	TB0A1GM1214	ASCENDER IMG AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$172.50
A1GNL	TB0A1GNL214	6 IN GRIDWORKS AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$172.50
A1GR2	TB0A1GR2001	DISRUPTOR SLIPON AL	BLACK/W	MALE	Medium Wide : 7-12 13 14 15	\$110.00
A1GT8	TB0A1GT8214	DISRUPTOR SLIPON AL SDP	DONKEY	MALE	Medium Wide : 7-12 13 14 15	\$132.50
A1GT9	TB0A1GT9065	POWERTRAIN SPORT AL SDP	GREY/OR	MALE	Medium Wide : 7-12 13 14 15	\$120.00
A1GTK	TB0A1GTK001	POWERTRAIN SPORT AL SDP	BLACK/B	MALE	Medium Wide : 7-12 13 14 15	\$120.00
A1GUH	TB0A1GUH214	DISRUPTOR CHUKKA AL SDP	DONKEY	MALE	Medium Wide : 7-12 13 14 15	\$152.50
A1GV4	TB0A1GV4001	DISRUPTOR OX AL	BLACK/W	UNISEX	Medium Wide : 3.5-12 13 14 15	\$115.00
A1GVF	TB0A1GVF001	DISRUPTOR OX AL	BLACK/B	MALE	Medium Wide : 7-12 13 14 15	\$115.00
A1GVG	TB0A1GVG001	POWERTRAIN SPORT SDP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$120.00
A1GVR	TB0A1GVR065	POWERTRAIN SPORT AL SDP	GREY/OR	FEMALE	Medium Wide : 5.5-10 11	\$110.00
A1GW3	TB0A1GW3001	POWERTRAIN SPORT SDP	BLACK	FEMALE	Medium Wide : 5.5-10 11	\$100.00
A1GYL	TB0A1GYL214	6 IN STOCKDALE AL SS	BROWN	MALE	Medium Wide : 3.5-12 13 14 15	\$177.50
A1H16	TB0A1H16001	DISRUPTOR SLIPON AL	BLACK/B	UNISEX	Medium Wide : 3.5-12 13 14 15	\$110.00
A1H1S	TB0A1H1S001	POWERTRAIN SPORT AL SDP	PURPLE/I	FEMALE	Medium Wide : 5.5-10 11	\$110.00
A1HBT	TB0A1HBT001	EURO HIKER AL WP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$165.00
A1HC5	TB0A1HC5214	EURO HIKER AL WP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$165.00
A1HOE	TB0A1HOE236	8 IN VALOR DUTY	COYOTE	MALE	Medium Wide : 7-12 13 14 15	\$147.50
A1HPY	TB0A1HPY231	6 IN HELIX HD CT WP	WHEAT	MALE	Medium Wide : 7-12 13 14 15	\$180.00
A1HQL	TB0A1HQL214	6 IN HELIX HD CT WP	EARTH B	MALE	Medium Wide : 7-12 13 14 15	\$180.00
A1HR8	TB0A1HR8001	POWERTRAIN SPORT AL SDP	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$120.00
A1HRU	TB0A1HRU001	POWERTRAIN SPORT AL	BLACK BL	MALE	Medium Wide : 7-12 13 14 15	\$110.00
A1I3U	TB0A1I3U001	POWERTRAIN SPORT AL	BLACK OI	MALE	Medium Wide : 7-12 13 14 15	\$115.00
A1I4H	TB0A1I4H214	6 IN HELIX HD CT WP	TEMPEST	MALE	Medium Wide : 7-12 13 14 15	\$180.00
A1I4S	TB0A1I4S001	POWERTRAIN SPORT AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$115.00
A1I54	TB0A1I54484	POWERTRAIN SPORT AL SDP	BLACK BL	FEMALE	Medium Wide : 5.5-10 11	\$110.00
A1I5Q	TB0A1I5Q001	POWERTRAIN SPORT AL	BLACK PI	FEMALE	Medium Wide : 5-10 11	\$105.00
A1JY4	TB0A1JY4001	POWERTRAIN SPORT AL	BLACK	FEMALE	Medium Wide : 5.5-10 11	\$105.00
A1JYQ	TB0A1JYQ001	POWERTRAIN SPORT AL	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$120.00
A1K61	TB0A1K61214	BOLDON OX AL SDP BR	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$130.00
A1K7A	TB0A1K7A214	BOLDON SLIPON AL SDP	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$140.00
A1KBO	TB0A1KBO214	RIDGEWORK NT WP BR	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$150.00
A1KBW	TB0A1KBW001	RIDGEWORK NT WP BK	BLACK	MALE	Medium Wide : 7-12 13 14 15	\$150.00
A1KCX	TB0A1KCX214	RIDGEWORK NT BR	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$135.00
A1KHV	TB0A1KHV214	6 IN WORKSTEAD AL	BROWN	MALE	Medium Wide : 7-12 13 14 15	\$145.00

SKU	MATERIAL #	STYLE DESC	COLOR	GENDER Sizing	\$18 RETAIL PRICE (US)
A1KIT	TB0A1KIT214	6 IN HIGHTOWER AL WP	TURKISH	FEMALE Wide : 5.5-10 11 12	\$155.00
A1KJ5	TB0A1KJ5214	8 IN HIGHTOWER AL WP	KAFFE	FEMALE Wide : 5.5-10 11 12	\$160.00
A1KJ8	TB0A1KJ8231	6 IN DIRECT ATTACH ST SS	WHEAT	FEMALE Wide : 5.5-10 11 12	\$135.00
A1KJG	TB0A1KJG001	RIVETER SLIPON AL SDP	BLACK SV	FEMALE Wide : 5.5-10 11 12	\$130.00
A1KJJ	TB0A1KJJ214	RIVETER SLIPON AL SDP	DARK SU	FEMALE Wide : 5.5-10 11 12	\$130.00
A1KJR	TB0A1KJR214	6 IN HIGHTOWER AL	KAFFE	FEMALE Wide : 5.5-10 11 12	\$140.00
A1KKS	TB0A1KKS214	6 IN HIGHTOWER AL WP	KAFFE	FEMALE Wide : 5.5-10 11 12	\$155.00
A1KL1	TB0A1KL1001	6 IN HIGHTOWER AL WP	BLACK	FEMALE Wide : 5.5-10 11 12	\$155.00
A1KN8	TB0A1KN8001	BOLDON OX AL SDP BK	BLACK	MALE Medium Wide : 7-12 13 14 15	\$140.00
A1KNM	TB0A1KNM236	EURO HIKER WP WT	TAUPE	MALE Medium Wide : 7-12 13 14 15	\$150.00
A1KNU	TB0A1KNU214	EURO HIKER WP BR	BROWN	MALE Medium Wide : 7-12 13 14 15	\$150.00
A1KOV	TB0A1KOV214	BOLDON OX AL SDP	BROWN	MALE Medium Wide : 7-12 13 14 15	\$140.00
A1KPF	TB0A1KPF214	6 IN HELIX HD WP BR	BROWN	MALE Medium Wide : 7-12 13 14 15	\$170.00
A1KRM	TB0A1KRM214	6 IN GRIDWORKS WP BR	BROWN	MALE Medium Wide : 7-12 13 14 15	\$170.00
A1KRQ	TB0A1KRQ214	6 IN GRIDWORKS WP BR	BROWN	MALE Medium Wide : 7-12 13 14 15	\$170.00
A1OND	TB0A1OND065	BOLDON OX AL SDP	GREY	MALE Medium Wide : 7-12 13 14 15	\$130.00
A1ORE	TB0A1ORE827	Dynamic Insole ESD	Orange	UNISEX Medium : XS S M L XL XXL	\$35.00
A1Q2P	TB0A1Q2P001	RIDGEWORK NT WP BK	BLACK	MALE Medium Wide : 7-12 13 14 15	\$145.00
A1Q2W	TB0A1Q2W001	6 IN WORKSTEAD NT SDP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$155.00
A1Q3B	TB0A1Q3B001	POWERTRAIN SPORT AL SDP	BLACK	FEMALE Medium Wide : 5.5-10 11	\$115.00
A1Q3F	TB0A1Q3F001	POWERTRAIN SPORT AL SDP	BLACK	MALE Medium Wide : 7-12 13 14 15	\$125.00

# Reebok Work Men's

## MSRP Prices

Effective 1/1/2018

Men's	
Style #	MSRP
RB1061	134.00
RB1062	126.00
RB1067	147.00
RB1068	137.00
RB1100	80.00
RB1130	60.00
RB1735	112.00
RB1860	102.00
RB1865	108.00
RB1910	102.00
RB1911	106.00
RB1920	102.00
RB1940	124.00
RB1945	124.00
RB1975	102.00
RB3000	143.00
RB3010	137.00
RB3050	137.00
RB3500	88.00
RB3501	110.00
RB3502	102.00
RB3506	114.00
RB3602	131.00
RB3604	137.00
RB4005	116.00
RB4012	106.00
RB4015	106.00
RB4016	120.00
RB4036	126.00
RB4037	116.00
RB4038	116.00
RB4039	124.00
RB4040	124.00
RB4041	116.00
RB4042	116.00
RB4043	124.00
RB4047	122.00
RB4048	116.00
RB4049	136.00
RB4090	108.00
RB4091	116.00
RB4092	108.00
RB4093	116.00
RB4100	108.00

Men's	
Style #	MSRP
RB4141	131.00
RB4142	127.00
RB4143	138.00
RB4144	137.00
RB4150	114.00
RB4177	165.00
RB4250	114.00
RB4251	122.00
RB4252	114.00
RB4305	131.00
RB4327	174.00
RB4333	147.00
RB4388	172.00
RB4442	122.00
RB4443	128.00
RB4444	127.00
RB4501	130.00
RB4555	127.00
RB4625	145.00
RB4721	121.00
RB4805	116.00
RB4830	108.00
RB4831	108.00
RB4895	135.00
RB6750	140.00
RB6755	157.00
RB6765	173.00
RB7000	157.00
RB7005	163.00
RB7605	165.00
RB7755	147.00
RB8674	141.00
RB8694	143.00
RB8807	156.00
RB8835	136.00
RB8850	160.00
RB8874	158.00
RB8894	160.00
RB8990	160.00
CM8998	221.00
CM9998	230.00

Style #	MSRP
FF247	19.95
RBMT	19.95

# Reebok Works Women's

## MSRP Prices

Effective 1/1/2018

Women's	
Style #	MSRP
RB036	126.00
RB037	116.00
RB038	116.00
RB039	124.00
RB041	116.00
RB044	124.00
RB045	124.00
RB046	116.00
RB047	122.00
RB049	136.00
RB050	114.00
RB094	116.00
RB095	108.00
RB110	80.00
RB113	60.00
RB156	108.00
RB167	147.00
RB173	112.00
RB186	102.00
RB191	102.00
RB192	102.00
RB195	102.00
RB251	122.00
RB253	114.00
RB254	122.00
RB255	114.00
RB301	137.00
RB325	143.00
RB350	88.00
RB351	110.00
RB354	102.00
RB356	114.00

Women's	
Style #	MSRP
RB360	137.00
RB361	131.00
RB408	106.00
RB414	137.00
RB415	106.00
RB416	120.00
RB417	165.00
RB424	122.00
RB434	128.00
RB437	174.00
RB438	172.00
RB444	127.00
RB454	127.00
RB455	127.00
RB459	135.00
RB485	116.00
RB486	115.00
RB655	157.00
RB750	140.00
RB755	147.00
RB765	173.00
RB864	141.00
RB874	158.00
RB885	160.00
RB894	160.00
RB899	160.00
RB911	106.00
RB940	124.00
RB945	124.00

Style #	MSRP
FF247	19.95
RBMT	19.95

# Rockport Works

## MSRP Prices

*Effective 1/1/2018*

Men's	
Style #	MSRP
RK2801	141.00
RK2803	137.00
RK5650	142.00
RK6250	97.50
RK6255	97.50
RK6465	160.00
RK6522	110.00
RK6628	161.00
RK6635	161.00
RK6640	161.00
RK6641	157.00
RK6642	170.00
RK6671	133.00
RK6674	118.00
RK6675	126.00
RK6676	118.00
RK6734	147.00
RK6736	127.00
RK6737	127.00
RK6738	128.00
RK6741	136.00
RK6745	129.00
RK6748	131.00
RK6761	141.00
RK6762	141.00
RK6982	173.00

Women's	
Style #	MSRP
RK465	160.00
RK500	118.00
RK501	118.00
RK600	123.00
RK634	147.00
RK635	161.00
RK638	128.00
RK664	161.00
RK668	161.00
RK670	128.00
RK673	128.00
RK676	127.00
RK800	117.00

Style #	MSRP
FF247	19.95

# Florsheim Works

## MSRP Prices

*Effective 1/1/2018*

Men's	
Style #	MSRP
FE665	148.00
FE675	148.00
FE690	162.00
FE860	138.00
FE2020	134.00
FE2440	159.00
FS201	123.00
FS208	123.00
FS2000	134.00
FS2005	134.00
FS2022	138.00
FS2400	139.00
FS2405	137.00
FS2416	141.00
FS2430	137.00
FS2600	128.00
FS2620	130.00
FS2621	130.00
FS2700	130.00

Women's	
Style #	MSRP
FE244	159.00
FS21	123.00
FS28	123.00
FS240	139.00
FS243	137.00
FS245	137.00
FS246	141.00

Style #	MSRP
FF247	19.95

# Knapp MSRP Prices

*Effective 1/1/2018*

Men's	
K5020	103.00
K5025	103.00
K5280	88.00
K5400	106.00

Women's	
K523	88.00
K524	88.00

Style #	MSRP
FF247	19.95

# Reebok Duty MSRP Price List

Effective July 1, 2017

Stock #	MSRP
RB3500	88.00
RB3501	110.00
RB4507	122.00
RB8105	113.00
RB8281	127.00
RB8405	122.00
RB8406	122.00
RB8444	115.00
RB8605	130.00
RB8630	154.00
RB8631	150.00
RB8640	138.00
RB8650	143.00
RB8674	141.00
RB8678	135.00
RB8688	138.00
RB8694	143.00
RB8695	137.00
RB8720	133.00
RB8805	138.00
RB8806	148.00
RB8822	128.00
RB8835	136.00
RB8840	148.00
RB8845	148.00

Stock #	MSRP
RB8846	156.00
RB8850	160.00
RB8855	158.00
RB8874	158.00
RB8875	148.00
RB8877	153.00
RB8881	135.00
RB8882	129.00
RB8894	160.00
RB8895	152.00
RB8977	142.00
RB8990	160.00
C8175	113.00
RB350	88.00
RB351	110.00
RB805	122.00
RB806	148.00
RB815	113.00
RB821	127.00
RB831	150.00
RB846	156.00
RB863	154.00
RB864	141.00
RB874	158.00
RB877	153.00

Stock #	MSRP
RB8884	148.00
RB8885	160.00
RB8888	148.00
RB894	160.00
RB897	142.00
RB899	160.00
C0875	113.00
CP8101	177.00
CP8115	240.00
CP8275	192.00
CP8300	186.00
CP8375	192.00
CP8475	205.00
CP8500	194.00
CP8515	241.00
CM8899	231.00
CM8992	241.00
CM8998	221.00
CM8999	211.00
CM9998	230.00
CP810	177.00
CP850	194.00
CM989	230.00
CM992	241.00
CM999	211.00



EFFECTIVE 1/1/2018

2295C2365	Unisex	Icon 2295	Carry Over	\$ 135
2295W1661	Unisex	Icon 2295 Sbf	Carry Over	\$ 135
2296W8365	Unisex	Icon 2296	Carry Over	\$ 130
R10294220	Unisex	Icon 2295	Carry Over	\$ 140
R12230002	Unisex	Icon 7B09 SSF	Carry Over	\$ 130
R12231002	Unisex	Icon 7B10 SSF	Carry Over	\$ 140
R12243201	Unisex	Icon 7B10	Carry Over	\$ 140
R12721001	Unisex	Ironbridge ST	Carry Over	\$ 145
R12721200	Unisex	Ironbridge ST	Carry Over	\$ 145
R12722001	Unisex	Ironbridge NS	Carry Over	\$ 140
R12722200	Unisex	Ironbridge NS	Carry Over	\$ 140
R12728200	Unisex	Gunby ST	Carry Over	\$ 135
R13159001	Mens	Ironbridge MG	Carry Over	\$ 155
R13159200	Mens	Ironbridge MG	Carry Over	\$ 155
R13160201	Mens	2295 Ex Wide	Carry Over	\$ 135
R13397001	Mens	2295 Ex Wide	Carry Over	\$ 135
R13400001	Mens	Ironbridge EW	Carry Over	\$ 145
R13400200	Mens	Ironbridge EW	Carry Over	\$ 145
R13722001	Mens	Diego	Carry Over	\$ 140
R13727001	Mens	Keith	Carry Over	\$ 130
R13733201	Unisex	Holkham SD	Carry Over	\$ 140
R13734001	Unisex	Holkham SD	Carry Over	\$ 140
R13738220	Unisex	Keith	Carry Over	\$ 130
R13795001	Mens	Sussex	Carry Over	\$ 95
R13796201	Mens	Sussex	Carry Over	\$ 95
R13799001	Mens	Norfolk	Carry Over	\$ 90
R13914221	Mens	Quincy 77	Carry Over	\$ 145
R14072220	Mens	Fynn	Carry Over	\$ 140
R14125001	Unisex	Naseby ST	Carry Over	\$ 130
R14126001	Unisex	Burnham ST	Carry Over	\$ 140



EFFECTIVE 1/1/2018

R14403001	Mens	Ironbridge IM	Carry Over	\$ 160
R14403201	Mens	Ironbridge IM	Carry Over	\$ 160
R14404201	Mens	2295 IM EW	Carry Over	\$ 160
R16257001	Mens	Winch ST	Carry Over	\$ 110
R16258201	Mens	Winch ST	Carry Over	\$ 110
R16261001	Mens	Duct ST	Carry Over	\$ 120
R16262201	Mens	Duct ST	Carry Over	\$ 120
R16277001	Mens	Isambard ST WP	Carry Over	\$ 175
R16782001	Womens	LEAH ST	Carry Over	\$ 145
R16799001	Mens	BOLT ST	Carry Over	\$ 100
R16800201	Mens	BOLT ST	Carry Over	\$ 100
R16801001	Mens	Winch EW	Carry Over	\$ 110
R16802201	Mens	Winch EW	Carry Over	\$ 110
R16932001	Mens	Calvin	Carry Over	\$ 145
R16941200	Mens	Rivet ST	Carry Over	\$ 110
R16942001	Mens	Rivet ST	Carry Over	\$ 110
R16943001	Mens	Asset	Carry Over	\$ 100
R16945001	Mens	Esteem	Carry Over	\$ 110
R16947001	Mens	Prestige	Carry Over	\$ 100
R21046203	Unisex	Fairleigh ST	Carry Over	\$ 130
R21100001	Unisex	Linnet SD	Carry Over	\$ 120
R21101001	Unisex	Corvid SD	Carry Over	\$ 130
R21408001	Mens	Deluge EH	Carry Over	\$ 160
R21621001	Mens	Winch NS	Carry Over	\$ 105
R21622201	Mens	Winch NS	Carry Over	\$ 105
R21678214	Unisex	IronbridgeTT	Carry Over	\$ 145
R21725001	Unisex	Hynine ST	Carry Over	\$ 140
R21725203	Unisex	Hynine ST	Carry Over	\$ 140
R21726207	Unisex	Hylow SD	Carry Over	\$ 130
R21733001	Unisex	Ridge ST	Carry Over	\$ 150
R21741220	Unisex	Icon 7B10	Carry Over	\$ 140
R21808203	Mens	Rush EH	Carry Over	\$ 170



EFFECTIVE 1/1/2018

R21823207	Unisex	Corvid SD	Carry Over	\$ 130
R21825207	Unisex	Linnet SD	Carry Over	\$ 120
R22403001	Unisex	Watch NS	Carry Over	\$ 160
R22406001	Unisex	Haste NS	Carry Over	\$ 155
R22453203	Mens	Ranch	Carry Over	\$ 130
R22653214	Unisex	Camber ST	Carry Over	\$ 160
R22654231	Unisex	Camber ST	Carry Over	\$ 160
R22655001	Unisex	Camber ST	Carry Over	\$ 160
R22656214	Mens	Camber EW	Carry Over	\$ 160
R22953001	Unisex	Grapple ST	Carry Over	\$ 135
R23075220	Mens	Alderton	Carry Over	\$ 140
R23113020	Womens	Arbor ST	Carry Over	\$ 130
R23114020	Womens	Maple ST	Carry Over	\$ 140
R23115001	Mens	Fellside SD	Carry Over	\$ 140
R23116202	Mens	Fellside SD	Carry Over	\$ 140
R23119001	Mens	Dunston SD	Carry Over	\$ 130
R23120202	Mens	Dunston SD	Carry Over	\$ 130
R23121001	Unisex	Hylow ST	Carry Over	\$ 135
R23122001	Unisex	Arlington NS	Carry Over	\$ 120
R23123001	Womens	Alsea SD	Carry Over	\$ 110
R23135001	Mens	Mellows	Carry Over	\$ 125
R23136001	Mens	Alderton	Carry Over	\$ 140
R23144214	Mens	Camber NS	Carry Over	\$ 155
R23150030	Womens	Opal ST	Carry Over	\$ 135
R23387201	Mens	Plenum WP	New	\$ 120
R23388001	Mens	Plenum WP	New	\$ 120
R23416240	Mens	Corbel WP	New	\$ 125
R23575214	Unisex	Grapple ST	Carry Over	\$ 135
R23616218	Unisex	RAPID ST	New	\$ 120
R23626031	Unisex	RAPID ST	New	\$ 120
R23633248	Mens	GABION	New	\$ 100
R23634001	Mens	GABION	New	\$ 100



EFFECTIVE 1/1/2018

R23639240	Unisex	HOLFORD	New	\$ 120
R23640001	Unisex	HOLFORD	New	\$ 120
R23642003	Unisex	SCOTSWOOD	New	\$ 160
R23642207	Unisex	SCOTSWOOD	New	\$ 160
R23780001	Unisex	Ridge ST	Carry Over	\$ 150
R23787207	Unisex	Hylow ST	Carry Over	\$ 135
R23814214	Mens	Rivet EW	Carry Over	\$ 110
R23850001	Mens	HARDIE	New	\$ 90
R23851001	Mens	PENLY	New	\$ 125
R23851220	Mens	PENLY	New	\$ 125
R23856001	Unisex	Camber NS	New	\$ 155
R24008001	Mens	CROFTON	New	\$ 150
R24008220	Mens	CROFTON	New	\$ 150
R24026248	Mens	HARDIE	New	\$ 90
R24333231	Unisex	Camber NS	New	\$ 155
R24334001	Mens	BRITTON ST	New	\$ 140
R24335201	Mens	BRITTON ST	New	\$ 140
R24381001	Unisex	1461 SR	New	\$ 125
R24381600	Unisex	1461 SR	New	\$ 125
R24382001	Unisex	1460 SR	New	\$ 145
R24382600	Unisex	1460 SR	New	\$ 145
R24383001	Unisex	2976 SR	New	\$ 150
R24383600	Unisex	2976 SR	New	\$ 150
R24615001	Womens	MAPLE ZIP	NEW	\$ 140
R24620214	Womens	MAPLE ZIP	NEW	\$ 140

## Double H Boots - Active

STYLE NO	STYLE NAME	MAP PRICE	NEW ADD DATE
1600	12" Domestic Work Western	\$209.99	APR, 2017
2282	12" Domestic AG7™ Work Western	\$209.99	APR, 2017
2522	11" Domestic AG7™ Ranch Wellington	\$179.99	APR, 2017
2555	10" Domestic Ranch Wellington	\$169.99	APR, 2017
2655	10" Domestic Steel Toe Ranch Wellington	\$174.99	APR, 2017
3282	12" Domestic AG7™ Work Western	\$209.99	APR, 2017
4004	12" Domestic Harness Boot	\$179.99	APR, 2017
4008	10" Domestic Harness Boot	\$169.99	APR, 2017
9625	10" Domestic AG7™ Packer	\$219.99	APR, 2017
9712	8" Domestic Work Lacer	\$169.99	APR, 2017
9714	8" Domestic Work Lacer	\$169.99	APR, 2017
DH1552	12" Domestic Gel ICE™ Work Western	\$209.99	APR, 2017
DH1592	12" Domestic Steel Toe Gel ICE™ Work Western	\$219.99	APR, 2017
DH2410	11" Non-Metallic Wide Square Toe Roper	\$119.99	OCT, 2017
DH2411	11" Non-Metallic Wide Square Comp Toe ICE Roper	\$124.99	OCT, 2017
DH2413	10" Women's MaxFlex Wide Square Roper	\$139.99	FEB, 2018
DH3255	12" Work Western	\$119.99	APR, 2017
DH3556	11" Domestic Wide Square Toe ICE™ Roper	\$209.99	APR, 2017
DH3560	11" Domestic Wide Square Toe ICE™ Roper	\$219.99	APR, 2017
DH3567	11" Domestic Wide Square Steel Toe ICE™ Roper	\$229.99	APR, 2017
DH3569	12" Men's Domestic Wide Square Comp Toe ICE Roper	\$209.99	OCT, 2017
DH3571	11" Wide Square Toe Roper	\$139.99	APR, 2017
DH3574	12" Men's Domestic Wide Square Toe Roper	\$199.99	OCT, 2017
DH3575	11" Domestic Wide Square Toe ICE™ Roper	\$219.99	APR, 2017
DH3576	12" Men's Domestic Wide Square Steel Toe ICE Roper	\$199.99	OCT, 2017
DH3589	11" Wide Square Toe	\$349.99	APR, 2017
DH3593	11" Men's Domestic Wide Square Roper	\$229.99	FEB, 2018
DH3606	12" Men's Domestic Work Western	\$209.99	FEB, 2018
DH3612	11" Wide Square Steel Toe Roper	\$159.99	APR, 2017
DH3613	11" Wide Square Toe Roper	\$119.99	APR, 2017
DH3712	11" Domestic Wide Square Toe ICE™ Collared Roper	\$219.99	APR, 2017
DH3713	13" Domestic Wide Square Toe ICE™ Buckaroo	\$219.99	APR, 2017
DH4123	11" Non-Metallic Wide Square Toe Roper	\$109.99	APR, 2017
DH4147	12" Men's WorkFlex Wide Square Toe Roper	\$149.99	OCT, 2017
DH4258	11" Wide Square Toe Roper	\$129.99	APR, 2017
DH4305	11" Domestic Bison Wide Square Toe ICE™ Roper	\$209.99	APR, 2017
DH4400	13" Domestic Wide Square Toe ICE™ Roper	\$219.99	APR, 2017
DH4626	11" Domestic Wide Square Toe ICE™ Roper	\$219.99	APR, 2017
DH4632	11" Men's Domestic Wide Square Toe Roper	\$219.99	OCT, 2017

DH4628	11" Domestic Wide Square Toe ICE™ Work Western	\$179.99	APR, 2017
DH4630	11" Domestic Wide Square Toe ICE™ Work Western	\$179.99	APR, 2017
DH4631	11" Domestic Wide Square Toe ICE™ Work Western	\$179.99	APR, 2017
DH4633	11" Men's Domestic Wide Square Roper	\$244.99	FEB, 2018
DH4634	11" Men's Domestic Wide Square Roper	\$244.99	FEB, 2018
DH4636	11" Men's Domestic Wide Square Roper	\$244.99	FEB, 2018
DH4658	11" Wide Square Safety Toe Roper	\$129.99	APR, 2017
DH4800	12" Men's Domestic Wide Square Harness	\$169.99	FEB, 2018
DH4900	Men's Domestic Wide Square Safety Shortie	\$179.99	FEB, 2018
DH4901	Men's Domestic Wide Square Shortie	\$174.99	FEB, 2018
DH5124	11" Wide Square Comp Toe ICE™ Roper	\$159.99	APR, 2017
DH5128	8" WorkFlex Wide Square Comp Toe Lacer	\$139.99	APR, 2017
DH5129	12" WorkFlex Wide Square Toe Roper	\$159.99	APR, 2017
DH5130	12" WorkFlex Wide Square Comp Toe Roper	\$159.99	APR, 2017
DH5133	12" WorkFlex U Comp Toe Roper	\$159.99	APR, 2017
DH5134	13" Non-Metallic Wide Square Toe Work Western	\$119.99	APR, 2017
DH5135	11" Wide Square Comp Toe Roper	\$119.99	APR, 2017
DH5137	11" Wide Square Comp Toe Roper	\$119.99	APR, 2017
DH5139	12" WorkFlex Wide Square Comp Toe Roper	\$159.99	APR, 2017
DH5141	12" Field Flex Wide Square Toe Roper	\$149.99	APR, 2017
DH5143	13" WorkFlex Wide Square Comp Toe Roper	\$129.99	APR, 2017
DH5146	13" WorkFlex U Toe Roper	\$119.99	APR, 2017
DH5147	12" Men's WorkFlex Composite Wide Square Toe Roper	\$159.99	OCT, 2017
DH5148	13" Men's Workflex Composite Toe Waterproof Wide Square Rope	\$159.99	OCT, 2017
DH5149	13" Men's Workflex Composite Toe Waterproof Wide Square Rop	\$159.99	OCT, 2017
DH5155	12" Women's Workflex Composite Toe Waterproof Wide Square R	\$149.99	OCT, 2017
DH5159	12" Domestic ICE Buckaroo	\$209.99	OCT, 2017
DH5225	12" Wide Square Safety Toe Roper	\$159.99	APR, 2017
DH5230	12" Wide Square Safety Toe Roper	\$179.99	APR, 2017
DH5234	13" Cattle Baron Wide Square Toe Western	\$189.99	APR, 2017
DH5238	12" Wide Square Toe Roper	\$189.99	APR, 2017
DH5241	13" WorkFlex MAX Wide Square Comp Toe Work Western	\$159.99	APR, 2017
DH5242	13" WorkFlex MAX Wide Square Comp Toe Work Western	\$149.99	APR, 2017
DH5243	13" WorkFlex MAX Wide Square Comp Toe Work Western	\$149.99	APR, 2017
DH5244	13" WorkFlex MAX Wide Square Comp Toe Roper	\$149.99	APR, 2017
DH5305	11" Domestic Bison Wide Square Steel Toe ICE™ Roper	\$219.99	APR, 2017
DH5310	12" Domestic Wide Square Toe ICE Roper	\$209.99	OCT, 2017
DH5311	12" Domestic Wide Square Toe ICE Roper	\$209.99	OCT, 2017
DH5314	11" Women's Domestic Wide Square Work Western	\$199.99	FEB, 2018
DH5352	11" Men's MaxFlex Wide Square Roper	\$139.99	FEB, 2018
DH5400	11" Domestic Wide Square Steel Toe ICE™ Roper	\$219.99	APR, 2017
DH5417	12" Work Western	\$139.99	APR, 2017
DH5628	11" Domestic Wide Square Toe ICE™ Work Western	\$179.99	APR, 2017
DH6134	13" Non-Metallic Wide Square Comp Toe Work Western	\$129.99	APR, 2017

DH7000	11" Men's Wide Square Roper	\$99.99	FEB, 2018
DH7002	12" Men's Wide Square Work Western	\$119.99	FEB, 2018
DH7003	12" Men's Wide Square Safety Toe Work Western	\$124.99	FEB, 2018
DH7004	11" Men's Wide Square Roper	\$119.99	FEB, 2018
DH7005	12" Men's Steel Toe Wide Square Roper	\$159.99	FEB, 2018
DH7508	12" Men's Domestic Wide Square Buckaroo	\$229.99	FEB, 2018
DH9760	9" Domestic Logger	\$229.99	APR, 2017

Price Update from previous MAP List

New Style Added to MAP List



# IMAP Prices – April 2, 2018

231	(DF) 76.95	4762	179.95	WK320	(DF) 76.95	WK4676	133.95
235	(DF) 76.95	4763	179.95	WK410	114.95	WK4677	142.95
237	(DF) 76.95	4764	184.95	WK411	119.95	WK4681	114.95
245	129.95	4765	184.95	WK4200	199.95	WK4682	124.95
270	179.95	4767	184.95	WK4201	194.95	WK4683	114.95
271	184.95	4794	174.95	WK4203	199.95	WK4684	124.95
276	179.95	4795	184.95	WK4204	199.95	WK4687	114.95
277	184.95	4860	129.95	WK4205	194.95	WK4688	124.95
437	189.95	6604	229.95	WK4206	199.95	WK4689	133.95
439	194.95	WK200	174.95	WK4207	194.95	WK4690	142.95
440	189.95	WK201	184.95	WK4300	134.95	WK4694	134.95
441	195.95	WK2100	164.95	WK4308	124.95	WK4711	219.95
444	189.95	WK2101	174.95	WK4310	124.95	WK4810	114.95
445	199.95	WK2102	209.95	WK4311	129.95	WK4812	124.95
446	269.95	WK2103	164.95	WK4312	139.95	WK4818	124.95
447	269.95	WK2104	174.95	WK4313	129.95	WK4822	114.95
457	219.95	WK2106	164.95	WK4317	144.95	WK4824	124.95
491	199.95	WK2108	189.95	WK4410	124.95	WK4832	169.95
604	239.95	WK2110	164.95	WK4411	129.95	WK4833	174.95
760	174.95	WK2111	189.95	WK4550	194.95	WK4834	174.95
761	174.95	WK2112	209.95	WK4555	194.95	WK4835	179.95
762	179.95	WK2113	184.95	WK4556	184.95	WK4908	109.95
763	179.95	WK2114	209.95	WK4560	129.95	WK4921	129.95
764	189.95	WK2115	189.95	WK4561	139.95	WK4944	144.95
765	189.95	WK2116	174.95	WK4565	139.95	WK4960	149.95
794	179.95	WK2117	179.95	WK4570	149.95	WK4961	159.95
795	189.95	WK2118	174.95	WK4575	129.95	WK4972	174.95
4274	179.95	WK2119	184.95	WK4617	139.95	WK4973	164.95
4275	184.95	WK212	184.95	WK462	139.95	WK4980	164.95
4440	189.95	WK2120	189.95	WK4624	159.95	WK4981	169.95
4441	194.95	WK2150	209.95	WK4625	169.95	WK630	209.95
4444	189.95	WK2151	189.95	WK4628	164.95	WK681	114.95
4445	199.95	WK2152	194.95	WK4630	209.95	WK682	124.95
4457	209.95	WK217	189.95	WK4644	149.95		(DF)
4491	199.95	WK250	194.95	WK4660	114.95	WK710	157.95
4526	179.95	WK251	194.95	WK4662	134.95	WK711	199.95
4527	184.95	WK260	199.95	WK4665	114.95	WK712	204.95
4530	179.95	WK261	209.95	WK4666	124.95	WK908	109.95
4531	184.95	WK277	119.95	WK4670	114.95	WK960	144.95
4760	174.95	WK3000	(DF) 76.95	WK4675	133.95	WK961	149.95



**IMAP Prices – April 2, 2018**

WK968	139.95
WK969	144.95
WKL985	114.95
WKL991	102.95
WKL992	129.95
WKL993	124.95
WKL9977	124.95
WKL9978	129.95
WKL9979	129.95
WKL9980	99.95
WKL9982	119.95
WKL9984	129.95
WKL9990	119.95
WKL9991	124.95



# IMAP Prices – April 2, 2018

1024	999.95	7970	199.95	6091CL	390.95	LL400	99.95
1027	590.95	7971	199.95	6184C	269.95	LL401	99.95
1028	590.95	7973	199.95	7915L	199.95	LL550	82.95
1029	590.95	7975	199.95	7918L	199.95	LL551	82.95
1038	849.95	7977	199.95	7919L	199.95	LL552	82.95
1039	1999.95	7980	199.95	7936L	199.95	LL600	44.95
1047	869.95	7981	199.95	7938L	199.95	LL601	44.95
1048	899.95	7984	199.95	7939L	209.95	O4175	229.95
1049	899.95	7986	199.95	CE4064	239.95	O4176	229.95
1052	590.95	7988	199.95	CF801	379.95	O4177	229.95
1060	590.95	8963	379.95	CL820	379.95	RR1002	199.95
1062	590.95	8964	379.95	CL821	379.95	RR1013	199.95
4013	250.95	8965	379.95	CL822	379.95	RR2016L	189.95
6014	299.95	8987	379.95	CL823	379.95	RR3021	119.95
6077	379.95	8989	379.95	CL824	379.95	RR3024	69.95
6078	379.95	8990	379.95	CL825	379.95	RR3025	69.95
6080	379.95	8998	379.95	CT2023	239.95	RR3025L	69.95
6978	229.95	9078	229.95	CT2032	239.95	RR3028L	79.95
6979	229.95	9093	379.95	CT2036	239.95	RR3031	69.95
7900	189.95	1070L	899.95	CT833	379.95	RR3032L	69.95
7901	189.95	1071L	899.95	CT834	379.95	RR3034L	79.95
7902	189.95	1072L	899.95	CT840	379.95	RR3041	129.95
7920	189.95	3R1027	209.95	CT871	229.95	RR3043	139.95
7921	189.95	3R1028	209.95	CT873	229.95	RR3051L	129.95
7923	189.95	3R1030	199.95	CT878	379.95	RR3110	99.95
7924	189.95	3R1031	189.95	CY885	379.95	RR3206	154.95
7926	189.95	3R1127	179.95	CZ750	379.95	RR3208	139.95
7930	179.95	3R1128	179.95	CZ800	390.95	RR3209	149.95
7931	179.95	3R1132	179.95	CZ810	419.95	RR3210	149.95
7932	179.95	3R2202L	179.95	CZ812	419.95	RR3214	129.95
7933	179.95	3R2401L	199.95	CZ813	419.95	RR3217	129.95
7936	199.95	6070L	299.95	CZ872	229.95	RR3300	159.95
7938	199.95	6071L	299.95	CZ877	379.95	RR3302	159.95
7939	199.95	6075L	399.95	CZ882	379.95	RR3303	159.95
7941	199.95	6076L	399.95	E9321	379.95	RR3308	164.95
7950	199.95	6085L	359.95	E9322	379.95	RR3350	134.95
7951	199.95	6086L	309.95	E9323	379.95	RR3351	124.95
7952	199.95	6087L	309.95	E9452	379.95	RR3352	139.95
7955	189.95	6088L	389.95	K4579L	219.95	RR3353	134.95
7956	189.95	6090CL	379.95	LL301	99.95	RR3354	124.95



### IMAP Prices – April 2, 2018

RR3355	144.95	TW2006	174.95
RR3401L	159.95	TW2009	174.95
RR4001	179.95	TW2017	169.95
SS3102	199.95	TW4004	174.95
TC1001L	229.95	TW4005	174.95
TC1002L	229.95	TW4006	185.95
TC1005L	229.95	TW4014	185.95
TC1008L	229.95	TW4019	185.95
TC1100L	199.95	TW4020	191.95
TL3000	209.95	TW5000	179.95
TL3001	209.95	TW5001	184.95
TL3002	209.95	TW5002	184.95
TL3003	209.95	TW5003	194.95
TL3004	209.95	TW5009	209.95
TL5000	299.95	TW5010	209.95
TL5001	299.95	TW902Y	79.95
TL5100	309.95	VF3036	219.95
TL5101	295.95	VF3043	204.95
TL5102	295.95	VF3044	204.95
TL5150	295.95	VF3051	175.95
TL5151	295.95	VF3052	309.95
TL5200	429.95	VF6003	189.95
TL5201	429.95	VF6004	189.95
TL5202	429.95	VF6005	189.95
TL5203	429.95	VF6007	189.95
TL5204	429.95	VF6015	214.95
TL5205	429.95	VF6035	144.95
TL5250	345.95	VF6037	204.95
TL5251	345.95		
TL5252	345.95		
TL5300	299.95		
TL5301	299.95		
TL5351	379.95		
TL5352	379.95		
TW1009	185.95		
TW1018	185.95		
TW1019	185.95		
TW1061	179.95		
TW1062	179.95		
TW2004	174.95		

# DURANGO<sup>®</sup>

## PRICE LIST

**Effective: November 15, 2017**

### **24-Hour Toll Free Ordering**

**rbconx.com**

**1-800-848-9452**

**Phone 740-753-1951**

**Fax 740-753-5537**

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**www.durangoboots.com**

(To see the full line of Durango products)

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5. Click the link to Price List to download

# DURANGO®

## PRICE LIST

STYLE	MSRP	STYLE	MSRP
BT200	\$74.99	DB5464	\$149.99
BT206	\$74.99	DB5468	\$149.99
BT217	\$64.99	DB5474	\$149.99
BT245	\$84.99	DB5554	\$159.99
BT246	\$84.99	DB594	\$159.99
BT250	\$79.99	DBT0117	\$89.99
BT286	\$74.99	DBT0118	\$94.99
BT287	\$74.99	DBT0120	\$89.99
BT300	\$84.99	DBT0121	\$94.99
BT306	\$84.99	DBT0157	N/A
BT386	\$84.99	DBT0159	\$94.99
BT387	\$84.99	DBT0160	\$104.99
BT568	\$64.99	DBT0163	\$84.99
BT668	\$69.99	DBT0164	\$94.99
BT758	\$54.99	DBT0165	\$84.99
BT804	\$59.99	DBT0166	\$94.99
BT813	\$59.99	DBT0167	\$89.99
BT840	\$59.99	DBT0168	\$99.99
BT851	\$59.99	DBT0172	\$59.99
BT858	\$59.99	DBT0173	\$59.99
BT904	\$64.99	DBT0174	\$59.99
BT913	\$64.99	DBT0175	\$59.99
BT940	\$64.99	DBT0178	\$59.99
DB016	\$169.99	DBT0179	\$59.99
DB019	\$189.99	DBT0186C	\$84.99
DB020	\$164.99	DBT0186Y	\$94.99
DB021	\$164.99	DBT0188C	\$79.99
DB4343	\$159.99	DBT0188Y	\$84.99
DB4354	\$159.99	DBT0190C	\$84.99
DB4442	\$159.99	DBT0190Y	\$99.99
DB4443	\$149.99	DBT0192C	\$84.99
DB4446	\$159.99	DBT0192Y	\$94.99
DB510	\$159.99	DBT0194C	\$84.99
DB514	\$159.99	DBT0194Y	\$94.99
DB5416	N/A	DBT0196C	\$79.99
DB5434	\$149.99	DBT0198C	\$84.99
DB5444	\$149.99	DBT0198Y	\$94.99

# DURANGO®

## PRICE LIST

STYLE	MSRP	STYLE	MSRP
DBT0202C	\$99.99	DDB0119	\$159.99
DBT0202Y	\$109.99	DDB0121	N/A
DBT0203C	\$74.99	DDB0122	\$189.99
DBT0203Y	\$84.99	DDB0123	\$179.99
DBT0204C	\$94.99	DDB0124	\$159.99
DBT0204Y	\$104.99	DDB0125	\$159.99
DBT0205C	\$94.99	DDB0127	\$149.99
DBT0205Y	\$104.99	DDB0131	\$149.99
DBT0206C	\$99.99	DDB0132	\$159.99
DBT0206Y	\$109.99	DDB0133	\$179.99
DBT0208C	\$94.99	DDB0134	\$159.99
DBT0208Y	\$104.99	DDB0135	\$149.99
DBT0209C	\$99.99	DDB0136	\$149.99
DBT0209Y	\$109.99	DDB0137	\$159.99
DCRD145	\$154.99	DDB0138	\$169.99
DCRD177	\$109.99	DDB0140	\$159.99
DCRD180	\$179.99	DDB0141	\$159.99
DDB0058	N/A	DDB0143	\$119.99
DDB0070	\$159.99	DDB0146	\$119.99
DDB0077	\$159.99	DDB0147	\$119.99
DDB0078	\$159.99	DDB0156	\$154.99
DDB0081	N/A	DDB0157	\$154.99
DDB0083	N/A	DDB0159	\$154.99
DDB0087	N/A	DDB0162	\$159.99
DDB0100	N/A	DDB0163	\$169.99
DDB0101	\$164.99	DDB0166	\$144.99
DDB0104	\$189.99	DDB0167	\$149.99
DDB0105	\$149.99	DDB0168	\$159.99
DDB0106	\$149.99	DDB0169	\$159.99
DDB0107	\$169.99	DDB0172	\$134.99
DDB0108	\$149.99	DDB0173	\$169.99
DDB0109	\$149.99	DDB0174	\$159.99
DDB0110	\$149.99	DDB0175	\$169.99
DDB0114	\$79.99	DDB0176	\$169.99
DDB0115	\$89.99	DDB0177	\$159.99
DDB0116	\$109.99	DDB0178	\$14.99
DDB0117	\$169.99	DDB0179	\$14.99

# DURANGO®

## PRICE LIST

STYLE	MSRP	STYLE	MSRP
DRD0082	\$99.99	DRD0221	\$149.99
DRD0083	\$99.99	DRD0222	\$149.99
DRD0084	\$99.99	DRD0224	\$134.99
DRD0085	\$99.99	DRD0226	\$149.99
DRD0107	\$149.99	DRD0227	\$169.99
DRD0111	\$99.99	DRD0233	\$119.99
DRD0122	\$154.99	DRD0234	\$154.99
DRD0131	\$159.99	DRD0235	\$119.99
DRD0133	\$139.99	DRD0236	\$119.99
DRD0147	\$159.99	DRD0237	\$119.99
DRD0157	N/A	DRD0306	\$159.99
DRD0158	N/A	DRD0309	\$149.99
DRD0159	N/A	DRD0310	\$154.99
DRD0166	\$129.99	DRD0311	\$154.99
DRD0170	\$149.99	DRD0312	\$154.99
DRD0174	\$154.99	DRD0313	\$149.99
DRD0175	\$139.99	DRD0315	\$149.99
DRD0180	\$139.99	DRD0317	N/A
DRD0182	\$134.99	DRD0318	N/A
DRD0183	\$134.99	DRD0319	N/A
DRD0190	\$69.99	DRD0320	N/A
DRD0191	\$159.99	DRD0321	\$149.99
DRD0192	\$139.99	DRD0327	\$159.99
DRD0193	\$139.99	DWBT048	\$79.99
DRD0194	\$149.99	DWBT049	\$89.99
DRD0195	\$149.99	DWBT050	\$94.99
DRD0196	\$149.99	DWBT051	\$79.99
DRD0197	\$149.99	DWBT052	\$89.99
DRD0200	\$149.99	DWBT053	\$94.99
DRD0203	\$169.99	DWBT092	\$79.99
DRD0206	\$129.99	DWBT093	\$89.99
DRD0208	\$129.99	DWBT094	\$94.99
DRD0209	\$169.99	DWBT099	N/A
DRD0210	\$159.99	DWRD016	\$144.99
DRD0212	\$169.99	DWRD022	\$149.99
DRD0219	\$149.99	FR104	\$164.99
DRD0220	\$159.99	LW00063	\$29.99

# DURANGO®

## PRICE LIST

STYLE	MSRP	STYLE	MSRP
LW00066	\$39.99	RD4100	N/A
LW00070	\$39.99	RD4105	N/A
LW00071	\$39.99	RD4111	N/A
LW00072	\$39.99	RD4112	\$129.99
LW00076	\$19.99	RD4155	\$189.99
LW00077	\$19.99	RD4414	\$149.99
LW00080	\$29.99	RD4424	\$149.99
RD3315	\$154.99	RD510	\$149.99
RD3421	\$149.99	RD5414	\$179.99
RD3446	\$149.99	RD542	N/A
RD3471	\$134.99	RD594	\$149.99
RD3494	\$159.99	TR760	N/A
RD3514	\$169.99	TR820	N/A
RD3557	\$159.99		
RD3573	\$134.99		
RD3576	\$134.99		
RD3593	\$164.99		
RD4100	N/A		
RD4105	N/A		
RD4111	N/A		
RD4112	\$129.99		
RD4155	\$189.99		
RD4414	\$149.99		
RD4424	\$149.99		
RD510	\$149.99		
RD5414	\$179.99		
RD542	N/A		
RD594	\$149.99		
TR760	N/A		
TR820	N/A		
RD3471	\$134.99		
RD3494	\$159.99		
RD3514	\$169.99		
RD3557	\$159.99		
RD3573	\$134.99		
RD3576	\$134.99		
RD3593	\$164.99		



Thorogood 2018 Elite Pricing  
Work 617 Division  
Effective 02/05/18

Style #	MSRP
804-3165	\$148.00
804-3166	\$130.00
804-3169	\$178.00
804-3185	\$170.00
804-3266	\$240.00
804-3268	\$248.00
804-3310	\$234.00
804-3311	\$236.00
804-3600	\$258.00
804-3800	\$274.00

804-4035	\$146.00
804-4037	\$160.00
804-4038	\$172.00
804-4061	\$130.00
804-4132	\$236.00
804-4200	\$224.00
804-4203	\$266.00
804-4204	\$278.00
804-4205	\$234.00
804-4208	\$234.00
804-4210	\$288.00
804-4278	\$100.00
804-4279	\$110.00
804-4280	\$294.00
804-4281	\$118.00
804-4282	\$160.00
804-4285	\$170.00
804-4286	\$170.00
804-4291	\$100.00
804-4308	\$234.00
804-4312	\$150.00
804-4320	\$138.00
804-4364	\$228.00
804-4367	\$242.00
804-4368	\$254.00
804-4369	\$258.00
804-4372	\$234.00
804-4374	\$218.00
804-4375	\$222.00
804-4378	\$232.00
804-4379	\$228.00
804-4440	\$170.00
804-4445	\$170

Style #	MSRP
804-4446	\$162.00
804-4448	\$170.00
804-4450	\$196.00
804-4456	\$184.00
804-4459	\$200.00
804-4478	\$234.00
804-4518	\$234.00
804-4541	\$276.00
804-4655	\$226.00
804-4711	\$260.00
804-4808	\$160.00
804-4810	\$172.00
804-4831	\$298.00
804-4841	\$288.00

804-6135	\$160.00
804-6201	\$224.00
804-6266	\$240.00
804-6292	\$100.00
804-6293	\$96.00
804-6444	\$170.00

814-3165	\$138.00
814-3185	\$160.00
814-3266	\$234.00
814-3268	\$242.00
814-3600	\$250.00
814-3800	\$266.00

814-4008	\$276.00
814-4009	\$284.00
814-4178	\$228.00
814-4200	\$218.00
814-4201	\$226.00
814-4203	\$218.00
814-4208	\$224.00
814-4266	\$218.00
814-4269	\$224.00
814-4355	\$212.00
814-4364	\$224.00
814-4516	\$218.00
814-4549	\$270.00
814-4550	\$260.00
814-4600	\$250.00

814-6201	\$218.00
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**Thorogood 2018 Elite Pricing**  
**Uniform 605 Division**  
**Effective 02/01/18**

Stock #	MSRP	Stock #	MSRP
531-6303	\$152.00	834-6015	\$219.00
534-6047	\$172.00	834-6016	\$229.00
534-6333	\$172.00	834-6018	\$239.00
534-6342	\$224.00	834-6027	\$172.00
534-6501	\$154.00	834-6034	\$132.00
534-6555	\$188.00	834-6041	\$90.00
534-6574	\$208.00	834-6211	\$202.00
534-6905	\$182.00	834-6218	\$130.00
534-6906	\$190.00	834-6219	\$136.00
534-6908	\$188.00	834-6333	\$172.00
534-6931	\$190.00	834-6342	\$224.00
534-6932	\$196.00	834-6444	\$188.00
534-6933	\$210.00	834-6446	\$150.00
		834-6449	\$160.00
804-6034	\$140.00	834-6501	\$154.00
804-6111	\$202.00	834-6520	\$92.00
804-6190	\$140.00	834-6522	\$98.00
804-6191	\$148.00	834-6523	\$98.00
804-6447	\$122.00	834-6526	\$118.00
804-6449	\$100.00	834-6528	\$124.00
804-6520	\$104.00	834-6574	\$210.00
804-6522	\$102.00	834-6731	\$240.00
804-6905	\$175.00	834-6874	\$208.00
804-6908	\$185.00	834-6888	\$162.00
		834-6905	\$170.00
831-6027	\$152.00	834-6906	\$190.00
831-6031	\$84.00	834-6907	\$188.00
831-6032	\$100.00	834-6908	\$180.00
831-6823	\$204.00	834-6931	\$190.00
831-6833	\$198.00	834-6932	\$196.00
		834-6933	\$210.00
		834-7991	\$176.00

Twisted X  
P.O. Box 1419 Decatur, TX 76234  
888-894-2668  
800-915-6025 (fax)



Prices Effective February 1, 2018  
\*\* Safety Toe Bolded

Spring 2018						
Style	Description	Toe	Height	Width	Sizes	MSRP
All Around, Cow Dog - page 14						
MABW001	Taupe, Taupe - Waterproof	K	11"	M,W	7-12,13,14	\$174.99
Casual Footwear - pages 15-19						
MDMW001	Distressed Saddle - Waterproof	D		M,W	7-12,13,14	\$134.99
MHKW002	Brown - Waterproof	D		M,W	7-12,13,14	\$134.99
MHKW003	Tan Rough Out - Waterproof	D		M,W	7-12,13,14	\$134.99
MHKW004	Dark Brown - Waterproof	D		M,W	7-12,13,14	\$164.99
Hiker Boot, Work Pull On, Mud Boot - page 22						
MHKBW01	Distressed Saddle, Saddle - Waterproof	D		M,W	7-12,13,14	\$159.99
MHKBCW1	Composite Toe, Waterproof	D	11"	M,W	7-12,13,14	\$169.99
MHKWBS1	Distressed Saddle, Snake Book, Waterproof, Steel Toe	D - Steel	17"	M,W	7-12,13,14	\$249.99
MFRL001	Cool Black - Fire Resistant, Waterproof, Steel Toe	B - Steel	9"	D,EE	7 1/2-12,13,14	\$279.99
MWB0001	Black - Waterproof	D	15"	M	8,9,10,11,12,13	\$84.99
MWBS001	Green - Waterproof, Steel Toe	D - Steel	15"	M	8,9,10,11,12,13	\$89.99
MWBS002	Black - Waterproof, Steel Toe	D - Steel	15"	M	8,9,10,11,12,13	\$89.99
Cowboy Work, Lite Cowboy Work - pages 23-29						
MLCA001	Taupe/Bomber - Alloy Toe	WS - Alloy	12"	D,EE	7-12,13,14	\$194.99
MLCA002	Taupe/Brown - Alloy Toe	WS - Alloy	12"	D,EE	7-12,13,14	\$194.99
MLCA003	Black Croc print - Alloy Toe	WS-Alloy	12"	D,EE	7-12,14,14	\$194.99
MLCA004	Brown/Turquoise -Alloy Toe	WS - Alloy	12"	D,EE	7-12,14,14	\$194.99
MLCC001	Bomber, Purple - Composite	NWS - Composite	12"	D,EE	7-12,13,14	\$194.99
MLCC004	Brown/ Dark Blue -Composite Toe	U - Composite	12"	D,EE	7-12,14,14	\$194.99
MLCCW01	Distressed Latigo, Red - Waterproof, Composite	NWS - Composite	12"	D,EE	7-12,13,14	\$229.99
MLCS001	Distressed Saddle, Cherry - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
				D	15	\$199.99
MLCS002	Cognac Glazed Pebble,Lime - Steel Toe	NWS - Steel	12"	B	9 1/2-12,13,14	\$189.99
				D,EE	7 -12,13,14	\$189.99
				D, EE	15	\$199.99
MLCS003	Brown Pebble - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
				D	15	\$199.99
MLCS005	Oiled Black, Brown - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
				D	15	\$199.99
MLCS006	Oiled Cognac, Blue - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
				D	15	\$199.99
MLCS007	Brown, Texas Flag - Steel Toe	NWS - Steel	12"	B	9 1/2-12,13,14	\$189.99
				D,EE	7 -12,13,14	\$189.99
				D	15	\$199.99
MLCS010	Distressed Latigo, Red - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS011	Brown Oiled Shoulder, Orange - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS012	Brown Oiled Shoulder, Neon Blue - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS016	Peanut Distressed, Navy - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS018	Crazy Horse Shoulder, Neon Yellow - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS019	Crazy Horse, Hazel - Steel Toe	B - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS020	Cognac Bull Hide, Turquoise - Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCS021	Brown, Distressed/Turquoise -Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$189.99
MLCSM01	Cognac Glazed Pebble/Lime -Steel Toe, Met Guard	NWS - Steel	12"	D,EE	7-12,13,14	\$209.99
MLCSW01	Distressed Shoulder, Green- Waterproof, Steel Toe	NWS - Steel	12"	D,EE	7-12,13,14	\$224.99
MLCWW03	Taupe, Brown - Waterproof	U	12"	D,EE	7-12,13,14	\$204.99
MSC0002	Distressed Saddle, Denim - Steel Toe	U-Steel	12"	B	9 1/2-12,13,14	\$184.99
				D,EE	7-12,13,14	\$184.99
MSC0005	Cognac Glazed Pebble, Green - Steel Toe	U-Steel	12"	D,EE	7-12,13,14	\$184.99

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Twisted X

Prices Effective February 1, 2018

\*\* Safety Toe Bolded

Style	Description	Toe	Height	Width	Sizes	MSRP
Lite Work Lacer - page 30						
MLCSL01	Distressed, 8" Lacer - Steel Toe	NWS - Steel	8"	D,EE	7-12,13,14	\$179.99
MLCSLW1	Rust, 8" Lacer - Waterproof, Steel Toe	NWS - Steel	8"	D,EE	7-12,13,14	\$214.99
MLCWLW1	Dark Brown, 6" Lacer, Waterproof	NWS	6"	D,EE	7-12,13,14	\$189.99
MLCALW1	Dark Brown, 6" Lacer, Waterproof, Alloy Toe	NWS - Alloy	6"	D,EE	7-12,13,14	\$199.99
MLCAL01	Brown, 8" Lacer - Alloy Toe	WS - Alloy	8"	D,EE	7-12,13,14	\$174.99
Casual Work - page 31						
MDMST01	Distressed Saddle, Moc - Steel Toe	D - Steel		M,W M	7-12,13,14 15	\$129.99 \$139.99
MDMST02	Distressed Saddle, Neon Yellow - Steel Toe	D - Steel		M	7-12,13,14	\$129.99
MDMCT01	Oiled Brown - Composite Toe	D - Composite		M,W	7 1/2-12,13,14	\$134.99
MDMSM01	Peanut - MetGuard, Steel Toe	D - Steel		M,W	7-12,13,14	\$134.99
MDMCTW1	Cognac Glazed Pebble - Waterproof, Composite Toe	D - Composite		M,W	7-12,13,14	\$134.99
MDMSC03	Bomber - Slip On - Composite Toe	D - Composite		M,W	7-12,13,14	\$119.99
MDMSTM1	Bomber - MetGuard, Steel Toe	D - Steel		M,W	7-12,13,14	\$124.99
MCAAW01	Distressed Saddle - Waterproof, Alloy Toe	B- Alloy	6"	M	7-12,13,14	\$154.99
MCAS001	Oiled Saddle - Wedge Sole - Steel Toe	B - Steel		M,W	7-12,13,14	\$154.99
MCAS004	Distressed Saddle - Steel Toe	C - Steel		M	7-12,13,14	\$119.99
MDMAL01	Distressed Saddle, 6" Lacer - Alloy Toe	D - Alloy		M,W	7-12,13,14	\$134.99
MDMAL02	Cayman Print, Toe - Alloy Toe	D - Alloy		M,W	7-12,13,14	\$129.99
Lite Cowboy Work - page 48						
WLCS002	Bomber, Bomber - Steel Toe	NWS - Steel	11"	B,C	6-10	\$184.99
WLCS003	Distressed Latigo, Red - Steel Toe	NWS - Steel	11"	B,C	6-10	\$184.99
Casual work - page 48						
WDMST01	Distressed Saddle - Steel Toe	D - Steel		M, W	5 1/2 - 10, 11	\$119.99
WDMCTM1	Distressed Saddle - MetGuard, Composite Toe	D - Composite		M	5 1/2 - 10, 11	\$124.99



Fall 2018 Footwear Pricelist Effective Date: January 1, 2018

Material	Name	Domestic MSRP
10001187	MNS WORKHOG PULLON DRKCOPPER	189.95
10001188	MNS WORKHOG PULLON AGEDBARK/ARMYGRN	189.95
10001191	MNS WORKHOG PULLON AGEDBARK/ARMYGRN CT	199.95
10001198	MNS WORKHOG PULLON OILYDISTBRN WP	199.95
10001200	MNS WORKHOG PULLON OILYDISTBRN CT WP	209.95
10001203	MNS WORKHOG PULLON DRKCOPPER CT WP	209.95
10002304	MNS SIERRA SADDLE AGEDBARK	154.95
10002306	MNS SIERRA SADDLE REDWOOD/BLUINDIGO	154.95
10002367	WMS SAFETY CLOG GOLDENBRN ST	119.95
10002368	WMS SAFETY CLOG BLK ST	119.95
10002385	MNS SIERRA SUN WP	154.95
10002387	MNS SIERRA SUN ST WP	164.95
10002397	MNS CASCADE 8" SUN WP	154.95
10002418	MNS CASCADE 8" AGEDBARK	144.95
10002420	MNS CASCADE 8" SUN	144.95
10002422	MNS SIERRA BLK	144.95
10002428	MNS SIERRA SUN	144.95
10002435	MNS CASCADE 8" SUN ST	154.95
10002437	MNS SIERRA SADDLE AGEDBARK ST	164.95
10002449	MNS SIERRA AGEDBARK ST	154.95
10002457	MNS HERMOSA XR REDWOOD	189.95
10002460	MNS HERMOSA XR REDWOOD ST	199.95
10004889	MNS WORKHOG RT PULLON RUGGEDBARK CT WP	209.95
10004986	MNS SIERRA AGED BARK	144.95
10005887	MNS WORKHOG WIDE SQUARE TOE RUGGED BARK	189.95
10005888	MNS WORKHOG WIDE SQUARE TOE DKEARTH/BRCK	189.95
10005947	WMS MACEY DARK PEANUT	119.95
10005949	WMS MACEY DARK PEANUT CT	129.95
10006299	MNS IRONSIDE DUSTED BROWN WP	199.95
10006959	MNS WORKHOG WIDE SQUARETOE RUGGD BARK ST	199.95
10006961	MNS WORKHOG WIDSQURETOE DKEARTH/BRICK ST	199.95
10007043	MNS WORKHOG WIDE SQR TOE TOAST PREM US	189.95
10007044	MNS WORKHOG WID SQUARE TOAST PRIM USA ST	199.95
10007836	YTH WORKHOG PULLON AGED BARK/ARMY GREEN	99.95
10007837	YTH WORKHOG WIDE SQUARE DARK EARTH/BRICK	99.95
10008204	MNS WORKHOG WIDE SQ TOE TALL EARTH/BEIGE	199.95
10008205	MNS WORKHOG WID SQTOE TALL EARTH/BEIG ST	209.95
10008633	MNS WORKHOG WP AGED BARK/ARMY GREEN	199.95
10008634	WMS TRACEY PULLON DUSTED BROWN CT	149.95
10008635	MNS WORKHOG WP AGED BARK/ARMY GREEN CT	209.95
10008642	MNS RAMBLER WORK EARTH/BROWN ST	179.95
10008644	YTH WORKHOG WIDE SQUAR TALL DISTBRN/BEIG	99.95
10008649	MNS MAVERICK II ALAMO BROWN	169.95
10009494	WMS KRISTA PULLON DARK TAN/FIG ST	149.95
10010132	MNS WORKHOG WIDE SQUARE AGED BARK/BLK WP	199.95
10010133	MNS WORKHOG WIDE SQUAR AGD BRK/BLK ST WP	209.95
10010134	MNS SIERRA WIDE SQUARE TOE AGED BARK ST	169.95

10010148	MNS SIERRA WIDE SQUARE TOE AGED BARK	159.95
10010891	MNS WORKHOG MESTENO EARTH/COFFEE	189.95
10010892	MNS WORKHOG MESTENO EARTH/COFFEE CT	199.95
10010901	MNS OVERDRIVE PULLON DUSTED BROWN CT WP	209.95
10010905	MNS OVERDRIVE 6" DARK BROWN CT	179.95
10011916	MNS CASCADE 8" WIDE SQUARE ALAMO BROWN	159.95
10011917	MNS CASCADE 8" WIDE SQUARE ALAMO BRN ST	169.95
10011921	MNS OVERDRIVE WIDE SQUARE TOAST/LIME CT	199.95
10011933	MNS OVERDRIVE WIDE SQUARE ALAMO BROWN CT	199.95
10011939	MNS WORKHOG 8" OILY DISTRESS BRN WP	199.95
10011943	MNS WORKHOG 8" OILY DISTRESS BRN CT WP	209.95
10011976	WMS EXPERT SAFETY CLOG BLACK CT ESD	129.95
10012924	MNS RIGTEK PULLON OILED BROWN CT WP	189.95
10012927	MNS RIGTEK 8" WIDE SQUARE OILED BROWN CT	169.95
10012930	MNS RIGTEK WIDE SQUAR EARTH/DRYLF TAN CT	179.95
10012932	MNS RIGTEK WIDE SUARE OILD BRN/BLK CT WP	189.95
10012940	MNS OVERDRIVE 8" WIDE SQUARE BROWN CT WP	199.95
10012942	MNS OVERDRIVE XTR PULLN BRN CORDRA CT WP	209.95
10012945	MNS OVERDRIVE XTR 8" W/ ZIP AGED BARK ST	189.95
10012946	MNS FLEXPOR 6" ALAMO BROWN SD CT	169.95
10012948	MNS SIERRA WID SQUR PUNCTUR EARTH/BLK ST	179.95
10014228	MNS MAVERICK WIDE SQUARE DESERT BRN	169.95
10014238	MNS GROUNDBREAKER PULLON BROWN	129.95
10014241	MNS GROUNDBREAKER PULLON BROWN ST	139.95
10015191	MNS GROUNDBREAKER WIDSQT BRN/EMBER ST	139.95
10015196	MNS GROUNDBREAKER WIDSQT PLMBRN/BR ST WP	159.95
10015400	MNS WORKHOG MESTENO RUST/MOSS GRN CT WP	219.95
10015405	WMS TRACEY PULLN OILYDSTRS BRN/TRQ CT WP	169.95
10015812	MNS GROUNDBREAKER WIDSQT PLMBRN/BRN WP	149.95
10016245	WMS FATBABY COWGIRL CT FIRESIDE/TAN	109.95
10016253	MNS CATALYST VX WORK WIDSQT BNBRN CT WP	299.95
10016254	MNS GROUNDBREAKER PULLON MOC DKBRN WP	169.95
10016255	MNS GROUNDBREAKER PULLN MOC DKBRN ST WP	179.95
10016256	MNS GROUNDBREAKER 6" BROWN	129.95
10016257	MNS GROUNDBREAKER 6" DRKBRN ST WP	149.95
10016263	MNS WORKHOG WIDSQT METGRD RGBRN/MOSS CT	229.95
10016265	MNS WORKHOG WIDSQT METGRD BRUINBRN CT WP	249.95
10016266	MNS WORKHOG 8" AGEDBARK	179.95
10016267	MNS WORKHOG 8" AGEDBARK CT	189.95
10016269	MNS SIERRA WIDE SQUARE TOE BLACK ST	169.95
10017170	MNS WORKHOG WD SQ DRKEARTH/BRICK CT CSA	209.95
10017174	MNS WORKHOG WIDSQT METGRD BRN/MSS CT CSA	239.95
10017175	MNS WORKHOG WD SQ DRKCOPPER CT WP CSA	229.95
10017413	MNS WORKHOG 8" WSQ OILYDIST BRN CT WP	219.95
10017415	MNS WORKHOG WID SQTOE BRN CROCO PRINT	189.95
10017416	MNS WORKHOG WID SQTOE BRN CROCO PRNT CT	199.95
10017420	MNS WORKHOG WID SQTOE BRUIN/COFFEE CT WP	209.95
10017421	MNS MASTERGRIP 6" OILY DISTBRN WP	169.95
10017422	MNS MASTERGRIP 6" OILY DISTBRN CT WP	179.95
10017424	MNS MASTERGRIP 6" BRIAR BROWN CT WP	179.95
10017425	MNS MASTERGRIP 6" BRUIN BRN CT WP MET	209.95
10017429	MNS MASTERGRIP 8" OILY DISTBRN CT WP	189.95

10017433	MNS MASTERGRIP 8" BRUIN BRN CT WP MET	219.95
10017434	MNS SIERRA WIDE SQUARE BROWN/GREEN ST	169.95
10017436	MNS WORKHOG WDSQT BRUIN BRN/COFFEE WP	199.95
10018534	MNS CATALYST WORK 8" CT WP AGED BARK	289.95
10018548	MNS MASTERGRIP 8" WP INSL OLY DSTRD BRN	189.95
10018550	MNS MASTERGRIP 8" CT H2O INSL OL DSTD BR	199.95
10018552	MNS CONTENDER ST BRN	109.95
10018554	MNS WORKHOG WDSQT WP INSL RYE BRN/COFFEE	219.95
10018555	MNS WORKHOG WDSQT CT WP INSL RYE BRN/COFE	229.95
10018556	MNS WORKHOG MESTENO II RUSTIC BRN/STONE	189.95
10018557	MNS WORKHOG MESTENO II CT RUSTIC BRN/STONE	199.95
10018563	MNS POWERLINE 8" WP OILY DISTRESSED BRN	239.99
10018566	MNS POWERLINE 8" CT WP OLY DISTRSD BRN	249.95
10018567	MNS POWERLINE 8" CT WP INSL OLY DSTD BRN	259.95
10018568	MNS POWERLINE CT WP AGD BARK	259.95
10018569	MNS POWERLINE CT WP INSL OLY DISTRSD BRN	269.95
10018573	WMS CONTENDER ST GRAPHITE	109.95
10018574	WMS CONTENDER ST BRN	109.95
10018576	WMS WORKHOG PULLON CT NUTTY BRN	189.95
10018577	WMS WORKHOG PULLON WP AGD BARK/TOBAZ	189.95
10018578	WMS WORKHOG PULLON CT WP AGD BRK/ARMYGRN	199.95
10020059	MNS GROUNDBREAKER WIDE SQUARE TOE BRN	129.95
10020063	MNS GROUNDBREAKER WSQ METGUARD ST BRN	169.95
10020064	MNS GROUNDBREAKER PULLON BRN/BLK	129.95
10020067	MNS GROUNDBREAKER PULLON ST BRN/BLK	139.95
10020068	MNS GROUNDBREAKER BRN/REAL TREE XTRA	129.95
10020070	MNS INTREPID VENTTEK BRUIN BRN/STONE	209.95
10020072	MNS INTREPID VENTTEK CT COCOA/ORANGE	219.95
10020077	MNS INTREPID 6" H2O CT RYE BRN	209.95
10020078	MNS INTREPID 6" H2O RYE BRN	199.95
10020079	MNS INTREPID 8" H2O CT RYE BRN	209.95
10020081	MNS INTREPID PULLON H2O CT RYE BRN	219.95
10020083	MNS WORKHOG WSQ VENTTEK BRUIN BRN/GRN	199.95
10020084	MNS WORKHOG WSQ VENTTEK CT BRUIN BRN/GRN	209.95
10020090	MNS WORKHOG VENTK OILY DISTRSD BRN/COBLT	199.95
10020091	MNS WORKHOG VENTTEK CT BRUIN BRN/STONE	209.95
10020092	MNS WORKHOG WSQ H2O CT OILY DISTRSD BRN	209.95
10020093	MNS WORKHOG WSQ H2O OILY DISTRSD BRN	199.95
10020094	MNS MASTRGRIP PULL SD CT OILY DISTRSD BRN	189.95
10020096	MNS RIGTEK 8" H2O CT OILD BRN	189.95
10020097	WMS CASUAL WRK MID LACE SD CT NUTY BRN	139.95
10020099	WMS CASUAL WRK OXFORD SD CT NUTTY BRN	129.95
10020104	YTH WORKHOG WSQ AGD BARK/REAL TREE XTRA	99.95
10020107	YTH SIERRA DISTRSD BRN/REAL TREE XTRA	89.95
10020882	MNS GROUNDBREAKER ST BRN/REALTREE XTRA	139.95
10021108	MNS GROUNDBREAKER WSQ ST BRN	139.95
10021452	YTH WORKHOG WIDE SQUARE BRUIN BRN/BLK	99.95
10021467	MNS SIERRA SHADOWLAND MESA BRN/ORANG	159.95
10021469	MNS SIERRA SHADOWLAND ST MESA BRN/ORANG	169.95
10021471	MNS CONTENDER H2O MATTE BLK	119.95
10021473	MNS SIERRA ST BLK	154.95
10021474	WMS CONTENDER H2O ST MATTE BLK	129.95

10021475	MNS CONTENDER H2O ST MATTE BLK	129.95
10021476	WMS CONTENDER H2O MATTE BLK	119.95
10021478	MNS REBAR FLEX WESTERN CHOC BRN	139.95
10021480	MNS REBAR FLEX WESTERN CT CHOC BRN	149.95
10021485	MNS REBAR FLEX WESTERN H2O RYE BRN/GRN	159.95
10021486	MNS REBAR FLEX WESTERN H2O CT RYEBRN/GRN	169.95
10021487	MNS REBAR FLEX WESTERN H2O CT CHOC BRN	169.95
10021489	MNS REBAR FLEX 6" CHOC BRN	129.95
10021495	MNS REBAR FLEX 6" CT CHOC BRN	139.95
10021496	MNS REBAR FLEX 6" CT BLK	139.95
10021497	MNS REBAR FLEX 6" H2O CHOC BRN	149.95
10021498	MNS REBAR FLEX 6" H2O CT CHOC BRN	159.95
10021706	MNS CATALYST WORK 8" MET H2O CT BRN	299.95
10022549	MNS EVERETT DISTRSD BRN	159.95
10022550	MNS EVERETT DRK CHOC/SAGE	159.95
10022551	MNS EVERETT ST DRK CHOC/SAGE	169.95
10022552	MNS EVERETT ST DISTRSD BRN	169.95
10022792	MNS EVERETT H2O ST DISTRSD BRN	179.95
10022968	MNS WORKHOG PATRIOT ST EARTH/SAND CAMO	209.95
10023035	WMS EXPERT SAFETY CLOG SD CT BRN	129.95
10023042	MNS INTREPID VENTTEK CT BRUIN BRN/ORANG	219.95
10023054	MNS WORKHOG VENTTEK TORCH BRN/BLK	199.95
10023055	MNS SIERRA DELTA H2O OILY DSTRSD BRN	169.95
10023056	MNS SIERRA DELTA H2O ST OILY DSTRSD BRN	179.95
10023057	MNS WORKHOG RAPTOR DRK CHOC/CRZY TAN	189.95
10023058	MNS WORKHOG RAPTOR EARTH/BLK SNKE PRNT	189.95
10023059	MNS WORKHOG RAPTOR CT EARTH/BLK	199.95
10023060	MNS WORKHOG RAPTOR CT DRK CHOC/CRZY TAN	199.95
10023061	MNS WORKHOG VENTTEK MATRIX CT BRN/CHARCL	209.95
10023062	MNS CATALYST VX THUNDER H2O CT BRN/STORM	279.95
10023063	MNS REBAR WEDGE H2O CT GOLDN GRIZZLY	179.95
10023064	MNS REBAR WEDGE 6" GOLDN GRIZZLY	139.95
10023065	MNS REBAR WEDGE 6" CT GOLDN GRIZZLY	149.95
10023066	MNS REBAR WEDGE 6" H2O GOLDN GRIZZLY	159.95
10023068	MNS REBAR WEDGE 6" H2O CT GOLDN GRIZZLY	169.95
10023072	MNS REBAR WEST VENTTEK CHOC BRN/TAN	149.95
10023076	MNS REBAR WEST VENTTEK CT CHOC BRN/TAN	159.95
10023081	MNS REBAR FLEX LO CT CHOC BRN	129.95
10023083	MNS REBAR FLEX LO CT BLK	129.95
10023087	MNS REBAR GIGA FLEX CT GREY/GRN	129.95
10023094	MNS WORKHOG VENTTEK MATRIX BRN/CHARCL	199.95
10023099	MNS REBAR WEDGE CT GOLDN GRIZZLY	169.95
10023100	MNS WORKHOG PATRIOT EARTH/SAND CAMO	199.95
10023280	MNS WORKHOG CSA H2O INS CT BRUIN BRN/BLK	239.95
10024781	MNS WORKHOG PATRIOT ST EARTH/WOOD CAMO	209.95
10024940	MNS SIERRA SHADOW ST BRN/STONE	169.95
10024951	MNS EDGE LTE CHUKKA CT DRK BRN	139.95
10024952	MNS WORKHOG XT DARE CT BRUIN BRN/BLK	199.95
10024953	MNS EDGE LTE CHUKKA H2O CT DRK BRN	159.95
10024954	MNS EDGE LTE MOC CT DRK BRN	129.95
10024955	MNS WORKHOG XT DARE CT RYE BRN/BRICK	199.95
10024956	MNS EDGE LTE MOC H2O CT DRK BRN	149.95

10024957	MNS EVERETT SQUARE H2O ST DISTRSD BRN	179.95
10024958	MNS WORKHOG XT FIREBIRD BRUIN BRN/BLK	189.95
10024959	MNS EVERETT WIDE SQUARE H2O DISTRSD BRN	169.95
10024960	MNS WORKHOG XT FIREBIRD CT BRUIN BRN/BLK	199.95
10024961	MNS WORKHOG XT H2O BRUIN BRN/BLK	199.95
10024962	MNS WORKHOG XT H2O CT BRUIN BRN/BLK	209.95
10024963	MNS WORKHOG XT H2O CT OILY DSTRSD BRN	209.95
10024964	MNS WORKHOG XT H2O CT RYE BRN/BRICK	209.95
10024965	MNS WORKHOG XT H2O RYE BRN/BRICK	199.95
10024966	MNS WORKHOG XT SQ H2O CT BRK/FOREST	209.95
10024968	MNS WORKHOG XT SQ H2O CT DSTRSD BRN/BLK	209.95
10024971	MNS WORKHOG XT SQ TOE H2O BRK/FOREST	199.95
10024975	MNS WORKHOG XT SQ TOE H2O DSTRSD BRN/BLK	199.95
10024983	MNS GROUNDBREAKER CHELSEA H2O ST DRK BRN	149.95
10024984	MNS GROUNDBREAKER H2O DRK BRN	149.95
10024987	MNS GROUNDBREAKER H2O DRK BRN/BLOCK	149.95
10024992	MNS GROUNDBREAKER H2O ST DRK BRN	159.95
10024998	YTH WORKHOG LACER BRN	99.95
10024999	MNS GROUNDBREAKER H2O ST DRK BRN/BLOCK	159.95
10025002	MNS LINESMAN RIDGE 10" GTX INS CT BRN	389.95
10025003	MNS LINESMAN RIDGE 6" GTX CT BTTR BRN	319.95
10025004	MNS LINESMAN RIDGE 6" GTX INS CT BRN	339.95
10025005	MNS OVERDRIVE XTR 6" H2O CT DSTRSD BRN	199.95
10025006	MNS REBAR FLEX 6" H2O CT DRK BRN	159.95
10025007	MNS REBAR FLEX 6" H2O DRK BRN	149.95
10025009	MNS REBAR FLEX PROTECT 6" CT H2O DRK BRN	169.95
10025010	MNS SIERRA SHADOW BRN/STONE	159.95
10026147	MNS GROUNDBREAKER 6" II H2O ST DRK BRN	149.95
10026149	MNS GROUNDBREAKER 6" II H2O ST BLK	149.95



## **SHOE RETURN POLICY**

### **6 MONTH WARRANTY ON DEFECTS IN MATERIAL OR WORKMANSHIP ONLY!**

Our return policy covers shoes bought within 6 months that have a manufacturer's defect. A Defect is defined as a problem in materials or workmanship of the upper, sole, seams, eyelets or any other part of the shoe.

Please try on both shoes to ensure proper fit. If there is any question as to fit, please wear them in a carpeted area so as not to soil the shoe or show any signs of wear. A shoe must be in brand new, saleable condition in order to be returned or exchanged. Any shoe that is not in brand new condition and has been used in the work place will not be accepted back. Warranty does not include a comfort guarantee. A number of our manufacturers do offer a 30 day comfort guarantee on their premium styles. This, we will honor. All returns for credit or refund should be completed within 30 days.

**Please direct all inquiries to the main  
office in Houston: (713)928-6691**



4/16/18

To Whom It May Concern:

Please note that the footwear brands listed in the HyTest Safety Footwear catalog are owned by Wolverine Worldwide and are covered by the Wolverine code of conduct for factories/vendors.

Sincerely,

A handwritten signature in blue ink, appearing to be "Karry Johnson", written over a horizontal line.

Karry Johnson  
VP/GM HyTest Footwear

This Production Code of Conduct (the "Code") clarifies the minimum standards that factories and suppliers (the "Production Partners") with whom Wolverine World Wide, Inc. ("Wolverine") conducts business are to satisfy in conducting their operations.

## BUSINESS INTEGRITY

Business must be carried out with a high degree of ethics, honesty and fair dealings. All Production Partners are required to conduct their business in compliance with all applicable legal requirements.

- **Anti-Bribery.** The offering, paying, soliciting or accepting of bribes or kick-backs is strictly prohibited. Production Partners must comply with all applicable anti-bribery and corruption laws.
- **Subcontracting.** Production Partners may not subcontract any operation in the manufacturing process without prior written consent from Wolverine. Production Partners are responsible for ensuring all approved subcontractors comply with this Code.

## ENVIRONMENT

Manufacturing processes should minimize the adverse effects on the community, environment and natural resources while safeguarding the health and safety of the public. This includes meeting all relevant local and national environmental protection laws, with the goal of meeting international environment protection standards.

## LABOR

Production Partners must commit to upholding the human rights of workers, to treat them with dignity and respect, and to improve working conditions within their supply chain.

- **Employment is freely chosen**  
Use of forced labor, bonded labor, prison labor, indentured labor, slave labor, involuntary labor, or victims of human trafficking in the production of the products is prohibited.
- **Collective Bargaining**  
The rights of workers to freely and peacefully associate and collectively bargain must be respected.
- **Working conditions**  
A safe, hygienic and healthy working and living (if housing is provided) environment that complies with applicable laws shall be provided to all employees. The structure of the Production Partner's facility, including any residential facilities provided by the Production Partner, is stable and safe and does not put people in jeopardy.
- **Child labor**  
There must be no recruitment of "child labor" defined as any work by a person under the minimum working age set by local law. Production facilities must comply with all local laws and ILO standards regarding the working conditions and restrictions for "young persons."
- **Wages and benefits**  
Production Partners are expected to adhere to all local and national laws governing wages, overtime, and time off. Any wage deductions must comply with applicable law and be clearly communicated to employees.
- **Working hours**  
Production Partners are expected to adhere to all local and national laws governing working hours. Except for extraordinary business circumstances, employee working hours are expected to not exceed 60 working hours in a given week and employees are to be provided one day off for every seven-day period. Overtime must be on a voluntary basis and shall not be demanded on a regular basis and shall be compensated at a premium rate as required by local laws.
- **No discrimination**  
Production Partners shall not engage in, support or tolerate discrimination in employment including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, nationality, membership in worker organizations including unions, political affiliation, sexual orientation, or any other personal characteristics.
- **Regular employment**  
Work performed must be on the basis of a recognized employment relationship established in compliance with national legislation and practice and international labor standards, whichever affords the greater protection.
- **No harsh or inhumane treatment**  
Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.

## SECURITY

Production Partners must comply with applicable U.S. Customs importing laws and security processes, including without limitation C-TPAT, or any other applicable importing laws or securing processes of jurisdiction where the products will be shipped.

## RECORDS AND INSPECTIONS

All Production Partners will maintain accurate records and information and permit Wolverine or its representatives to periodically conduct announced and unannounced audits of such records and information.

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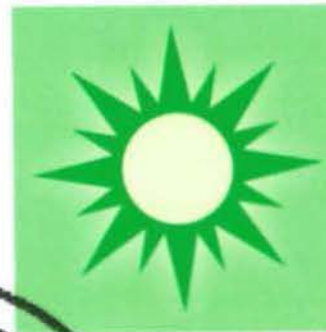
GLOBAL TRANSFORMATION



COMMUNITY ENGAGEMENT



ENVIRONMENT



PEOPLE & TEAMS



RESPONSIBLE SOURCING



INNOVATION





## A MESSAGE FROM OUR CEO



I'm very proud to share our annual Wolverine Worldwide Responsibility Report. It is an opportunity for us to reflect on all the great accomplishments of our global teams and a reminder that our culture and values are consistent regardless of where we are located. It is tremendous to watch our corporate legacy carried out through team activities, volunteer experiences, charitable events and daily life at Wolverine Worldwide. Over the past year, we experienced a truly global Earth Day thanks to the coordination of our teams around the world. Our learning and organizational development efforts also reach a record number of employees.

This year we launched the Company's global transformation effort, the Wolverine WAY FORWARD, to align our business and position our Company for near-term and long-term growth. The WAY FORWARD includes enhanced support for our social responsibility effort, a cause worth investing in. Focused on continuous improvement, our goal is to acquire more expertise in environmental sustainability, provide a full-time dedicated staff to lead our efforts, and look toward greater emphasis on analyzing our metrics. I am excited to see where this investment takes us in the future and look forward to being part of efforts to create a lasting impact on our employees, our communities and our planet.

Sincerely,

*Blake W. Krueger*

BLAKE KRUEGER  
Chairman, Chief Executive Officer and President

## THE WOLVERINE WAY | VISION. MISSION. VALUES.

### VISION

To build a family of the most admired performance and lifestyle brands on earth

### MISSION

We empower, engage, and inspire our consumers - every step of the way

### VALUES

Consumers First	Begin and end with our consumers in mind Exceed our consumers' expectations
Play to Win	Act with passion and a sense of urgency Be decisive and move with speed
Be a Great Partner	Collaborate and be trustworthy and fair Treat everyone the way you want to be treated Help our partners succeed
Innovation - Think Forward and Think Big	Never settle Be courageous and creative
Do the Right Thing - Always	Create an environment of honesty and transparency Act with integrity and never compromise
Make the World a Better Place	Enrich our communities - Give back Advocate for the planet
Our People Are the Difference	Value and develop our people Be inclusive and strengthen the team Be accountable - learn from our mistakes Have fun
Speed in Everything We Do	Act with urgency Be nimble Have a bias for action

THE WOLVERINE WAY.



With over 1,000 years of brand heritage, Wolverine Worldwide is home to a portfolio of family and lifestyle brands that empower, engage and inspire our consumers every step of the way.

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## CORPORATE OVERVIEW | INNOVATION AT WWW

The Lighthouse project is part of the Company's innovation agenda, designed to accelerate the Company's innovation revolution and to serve as a catalyst to bring compelling products and stories to the global marketplace. The Lighthouse enables our teams to better understand our consumer, the competition, global marketplace, and future innovations that will ultimately drive growth for the Company.



Inside the Lighthouse.



Digital design streamlines the product lifecycle process.



This early stage of color and texture design will enable 3D printing of a new prototype.

## CORPORATE OVERVIEW | INNOVATION AT WWW



### INNOVATION SYMPOSIUM



We held our first Innovation Symposium with associates across the globe. The three-day event included a lecture with Harvard Business School focused on best practices for creating customer centric environments, as well as interactive sessions. The Innovation Symposium also featured the Innys, an award show designed to honor the Company's top innovations over the year, and a speaker series that included presentations from a futurist and a well-known creative brand ambassador.



Inaugural Inny Award ceremony to recognize innovative work across the enterprise.



Leaders from across the company attend the Innovation Symposium.



2017 Inny Award recipients.



## COMMUNITY | ENGAGING AND SERVING

### HEART OF WEST MICHIGAN UNITED WAY

Wolverine has a long history of supporting community-based organizations, such as United Way. This year, our Michigan and Richmond, Indiana teams, along with support from the WWW Foundation, donated over \$770,000 to support local United Way chapters. Both teams were also honored to receive recognition related to their efforts. The Richmond campus received the *Business Pacesetter Award* and the Michigan campus\* received the prestigious *Spirit of Michigan Award* for best corporate campaign in the state.



Rockford campus Mini-Mudder event raises money for United Way.



The 2017 Rockford golf outing was a huge success for United Way.



Super Mega Tent Sale fundraises at two North American locations.

### WOLVERINE WORLDWIDE FOUNDATION

The Wolverine Worldwide Foundation was established in 1959 on the belief that as we help each other, we build stronger communities and nurture brighter futures. The Foundation actively supports a multitude of charitable organizations with a focus on education, the environment, arts & culture, youth & family, and human aid & service.



## COMMUNITY | ENGAGING AND SERVING



### TWO TEN FOOTWEAR CARES

Two Ten Footwear Foundation cares for individuals in the footwear community. Funded by the industry for footwear employees, Two Ten delivers tailored programs and responsive services for shoepeople in crisis, including: financial assistance, scholarships, crisis counseling, and community resources.

Wolverine Worldwide has been a strong supporter of Two Ten for many years. Our associates participate in both fundraising activities as well as holding leadership positions on the Two Ten board.



Two Ten Awareness Kickoff event with guest speaker Neal Newman - President of the Two Ten Footwear Foundation.



Bring Your Child to Work day ends with a box decorating event benefiting the popular Baby Bundles program to support Two Ten.



Richmond Baby Bundles donations.



Employees have fun while doing good for the Kid's Food Basket of Grand Rapids, MI.





## COMMUNITY | ENGAGING AND SERVING

Wolverine Worldwide has a heritage of engaging with and serving the communities in which our employees work and live. As champions for positive change, we believe it is our responsibility to enrich our global communities by giving our time and resources to make the world a better place.



The Wolverine India team hosts lunch at a retirement home.



Wolverine associates partner with Salvation Army and Cradles to Crayons in spring clothing drive.



Providing shoes to children in need.



Wolverine associates partner with Boys and Girls Clubs of Boston to provide mentoring opportunities to youth.



Employees preparing footwear donations for the Children's Trust in Michigan.



Associates selling their own various goods at a charity sale.



The Rockford team decorates cards for senior citizens.

### AMERICAN CANCER SOCIETY RELAY FOR LIFE



**Tammy**  
Corporate Legal employee

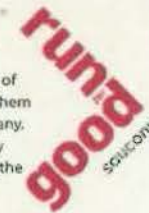
"November 2016 marked five years being cancer free. I am forever grateful to my doctors, nurses, healthcare team, and I'm especially thankful to all the people that were a part of my support team. Cancer is big, but fighting and surviving is bigger."



### GLOBAL SERVICE SPOTLIGHT SAUCONY RUN FOR GOOD

We encourage associates to give back in their own way, through financial giving or volunteering their time. We encourage each of our brands to support causes important to them in addition to what we do as a parent company. This year, we would like to spotlight Saucony for the tremendous work they do in making the world a better place.

The Saucony Run For Good Foundation donates to organizations aimed at keeping kids healthy.





## ENVIRONMENT | ADVOCATES FOR THE PLANET

Wolverine Worldwide is committed to advocating for and protecting the environment. We actively seek out environmentally sustainable business practices in an effort to reduce waste and minimize our impact on the planet. Our commitment includes inspiring our global communities through environmental action and awareness.

We are proud, once again, to be recognized by Pratt Industries for our environmental impact.



Trees saved  
28,390



Water saved  
11,690,000 gallons



Hours of power saved  
6,680,000 kilowatts



Landfill space diverted  
5,511 cubic yards

### Sustainability by the Numbers - U.S. Campuses



Electronics recycling  
6.7 tons



Battery recycling  
.45 tons



Paper recycling  
64.7 tons



Repurposed promotional materials  
4.2 tons

### Percentage of Recycled Materials - London Campus



Cardboard recycling  
22.8 tons

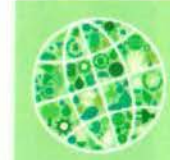


Glass recycling  
82.8 tons



Mixed recycling  
110.2 tons

## ENVIRONMENT | ADVOCATES FOR THE PLANET



Team Merrell getting ready to maintain trails.



The Wolverine China team's beach clean up.



The Wolverine China team's Earth Day clean up.



The Wolverine India team doing their part for our global celebration.



In partnership with United by Blue, Chaco works on the Rogue River and surrounding trails in Rockford, MI. With the help of 106 friends, family, and co-workers, the team was able to remove 1,145 lbs. of trash and recyclables.



Adopt-A-Highway volunteers clean roadways on Earth Day.



As corporate citizens, we strive to balance social and environmental standards with innovative business solutions. We recognize the importance of responsibly sourced materials and we are committed to working with supply chain business partners that are dedicated to safe, humane, and ethical working conditions who comply with international labor standards.

#### PRODUCTION CODE OF CONDUCT

Our Production Code of Conduct clarifies the minimum standards that factories and suppliers with whom Wolverine Worldwide conducts business are required to satisfy in conducting their operations.

#### BUSINESS INTEGRITY

Our partners' business must be carried out with a high degree of ethics, honesty and fair dealings. All production partners are required to conduct their business in compliance with all applicable legal requirements.

#### ENVIRONMENT

We require manufacturing processes to minimize the adverse effects on the community, environment and natural resources while safeguarding the health and safety of the public. This includes meeting all relevant local and national environmental protection laws, with the goal of meeting international environment protection standards.

#### LABOR

Our production partners must commit to upholding the human rights of workers, to treating them with dignity and respect, and to improving working conditions within their supply chain.

#### SECURITY

Production partners must comply with applicable U.S. Customs importing laws and security processes, including without limitation C-TPAT (Customs - Trade Partnership Against Terrorism), or any other applicable importing laws or securing processes of jurisdiction where the products will be shipped.

#### RECORDS AND INSPECTIONS

All production partners maintain accurate records and information and permit us or our representatives to periodically conduct announced and unannounced audits of such records and information.



Wolverine China factory social compliance training.



#### FACTORY SELECTION PROCESS

##### SELECTING PRODUCTION PARTNERS

Wolverine considers numerous factors in selecting new production partners, such as location, manufacturing capabilities, reputation, and most importantly the ability to comply with our Production Code of Conduct. We carefully consider geopolitical, infrastructure, human rights, and similar risks associated with regions where we have or are seeking to expand production to ensure alignment with our long-term sourcing strategy. Many of our production partners have operations in multiple locations to minimize potential production disruptions.

##### ENGAGING PRODUCTION PARTNERS

When a potential production partner is identified, our assessment process commences and a series of inspections are carried out by our internal teams and third parties. These inspections review manufacturing capabilities, compliance with our Production Code of Conduct, and the ability to satisfy our C-TPAT (Customs - Trade Partnership Against Terrorism) Tier III status. If a deficiency is discovered, we work with the production partner to establish a measurable corrective action plan and conduct periodic reassessments to ensure it is continually improving.

##### MONITORING PRODUCTION PARTNERS

Wolverine is committed to long-term partnerships rooted in trust, open communication and a shared vision that fosters continual improvement and compliance with our Production Code of Conduct. We value all of our production partners, particularly our 33 core production partners, who account for a significant majority of our footwear production, and are in constant communication with them regarding best practices and current events impacting the industry. We also hold an annual summit with our core production partners. In addition to open communication, we routinely conduct social compliance audits through our internal teams and third parties to monitor compliance with our Production Code of Conduct. In 2016, we conducted more than 300 social compliance audits.

*"Transparency is critical for the mutual success of a responsible sourcing program. While auditing remains an important tool to monitor factory compliance, we have found that factory education helps build a stronger more transparent partnership. That transparency allows us to focus training and education to better support our sourced factory partners individual needs and we have seen positive results through these methods."*

— Mike Jeppesen  
President, Global Operations Group  
and Heritage Brand Group

#### FIRST ANNUAL SOCIAL COMPLIANCE SUPPLIER SUMMIT

As part of our continuous improvement commitment, we launched our first Annual Social Compliance Supplier Summit in China. While we have focused more on factory education, we decided that providing an environment where all our key factories could interact would encourage the sharing of best practices. The feedback was very positive and we experienced even greater commitments from our factory partners.



## OUR TEAM | OUR PEOPLE ARE THE DIFFERENCE



*"At Wolverine, we enjoy a culture that reflects our core values, regardless of where our employees are located around the globe. We strive to be a global market shaper, with a culture that is consumer obsessed, design lead and with one great way of working across our organization."*

— Amy Klimk  
Senior Vice President,  
Human Resources

We're grateful that so many amazing people choose to spend their careers at Wolverine. We are committed to helping cultivate and grow those careers through programs such as learning and organizational development. Whether it is online training or attending a class on expanding influence, our associates are provided with many opportunities to learn and grow.



Our New Soles program assists new employees in successfully transitioning to our company and their specific role.

We hire world-class talent, prioritizing opportunities for growth and development. We provide an enriching environment that may improve the lives of all team members personally and professionally. As a global company, we prioritize inclusivity and equality.



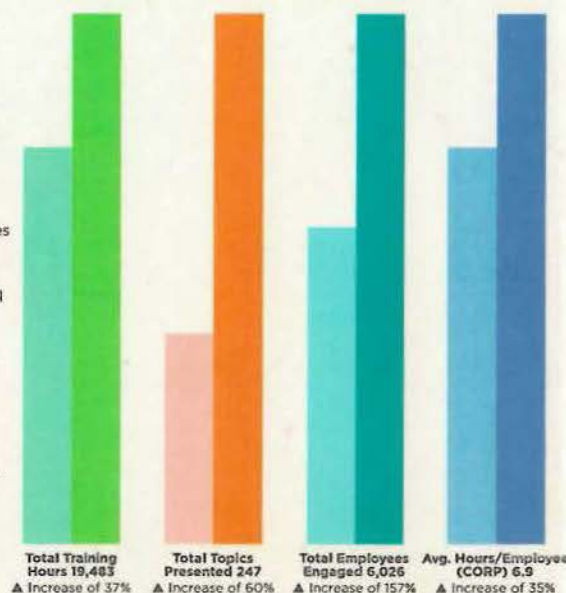
## OUR TEAM | OUR PEOPLE ARE THE DIFFERENCE



### OUR TEAM SPOTLIGHT LEARNING AND ORGANIZATIONAL DEVELOPMENT

We are committed to helping associates develop their skills to their highest possible potential. Employees can explore our learning and organizational development website and take advantage of many different topics and ways to learn. From instructor-led classes, online courses, video libraries and quick reference documents, learning is just a click away.

In addition to internal learning options, we offer support in external training events and offer a generous tuition reimbursement to help our employees achieve their higher education goals.



\*2015 verses 2016



3D printer training facilitates accurate prototypes.



Team members participate in training session in the Boston office.



## OUR TEAM | OUR PEOPLE ARE THE DIFFERENCE



We are always looking for ways in which we can improve the quality of life for our teams. This year we were happy to announce several new benefits to continue to be a great place to work.

### PAID PARENTAL LEAVE

We understand how important family is to our employees. WWW is offering new and improved maternity, parental and adoption leave policies that will extend paid benefits to those welcoming a new child to their family.



### CHILD CARE FACILITY

We recognize how important beginnings are in each child's development, and to each family. Our Waltham, Massachusetts facility offers on-site child care to our employees.



Waltham child care center

### WOLVERINE WORLDWIDE WELLNESS



Hiking trails wind through fields, forest and wetlands on the Rockford campus.



Rockford fitness facility



Waltham fitness facility

## OUR TEAM | OUR PEOPLE ARE THE DIFFERENCE



### OUR TEAM SPOTLIGHT WOMEN'S NETWORKING GROUPS

Our U.S. campuses have women's groups, which serve to provide mentoring programs, networking opportunities and leadership development for our employees.





WOLVERINE  
RESPONSIBILITY



## **Welcome Letter**

Dear Factory Owner/Manager,

Thank you for your interest in becoming a supplier for the adidas Group ("the Group"). The Group is a global leader in the sporting goods industry, offering a broad range of products from its four corporate entities: adidas, Reebok, and TaylorMade-adidas Golf and their subordinate brands and licensees.

At the Group, we are committed to acting in a socially responsible way with the same passion and commitment we put into our thriving business. This applies to all parts of our business, including our suppliers. The adidas Group's Workplace Standards ("Standards"), as attached to this letter in Appendix 1, detail clear rules of conduct for our business partners regarding environmentally sound, safe and healthy working conditions, fair wages and benefits, freedom of association, prohibition of excessive overtime, forced and child labour and protection against harassment and discrimination.

The Standards help us to select business partners that have workplace standards and business practices consistent with our values, and to reject those that do not. Thus, all new suppliers must be authorised by the adidas Group's Social & Environmental Affairs (SEA) department before any sales samples can be produced or before any production orders can be placed with a supplier.

This kit provides you with basic information on the requirements necessary to become SEA authorised and provides forms you must submit as part of the authorisation process.

## **Supplier Requirements**

In order to qualify and to remain eligible to continue working with the Group for production you must agree to the following:

- Operate workplaces according to the Workplace Standards.
- Assign a senior manager to oversee both labour and health & safety compliance within your factory.
- Submit the name and location of any subcontractor you wish to use for any part of production for the adidas Group family of brands and ensure that the subcontractor is authorised prior to production (see Subcontractor Disclosure Form in Page 24).
- Attend any training needed to understand and implement the Standards.
- Cooperate with announced and unannounced monitoring inspections by the adidas Group's SEA monitors and/or our representatives. Cooperation includes providing access to management, workers, the physical plant and relevant records. Suppliers that are used through third parties (i.e., agents; licensees) are required to be audited every 12 months (i.e., Performance Audit) to verify the supplier's continued compliance with the adidas Group's Workplace Standards).
- Notifying the appropriate factory personnel (ex. management and workers) prior to the inspection about its purpose. The factory also will commit to not coaching the workers in advance of the audit.

For all audits that are conducted by an authorized external monitoring company, SEA will give the factory a survey form to provide feedback on the service provided. SEA will keep all survey responses confidential, but will use the factory's input to the EM Survey to assist SEA's on-going review and accreditation of its authorized external monitoring companies.

SEA personnel will be happy to answer any questions about the audit process, or a resulting SEA designation status from an audit's findings that you have either before or after the audit has occurred.

Finally, please note that either the Initial Assessment or Performance Audit must take place when the factory is fully operational with workers present.

### **Information Sharing**

The adidas Group utilizes the Fair Factories Clearinghouse (FFC) as its compliance database. FFC also enables its members to share audit and factory information within the system, which is archived for historical purposes and is never deleted. By signing below, you authorize the external auditor and auditing agency to release and discuss any information related to the audit, and the final audit report, to the adidas Group, and any individuals listed on the audit request form. The adidas Group will share similar information within FFC or externally. Besides sharing audit reports, adidas Group may also work with other brands to develop a harmonized CAP either as a desktop exercise or by conducting a joint audit.

Information relating to these topics will not be shared:

- Pricing and sanctions, production volumes, sales forecasts
- Factory ratings, compliance approval and designations
- Any other competitive and proprietary information, or information about workers, such as their names and other confidential information that if disclosed would have negative consequences for workers

### **Fair Labor Association Independent External Monitoring (IEM) audits**

Since 1999, the adidas Group is a participating company of the Fair Labor Association (FLA), an organization that combines the efforts of industry, non-governmental agencies and North American colleges and universities to improve working conditions globally, and the Social and Environmental Affairs programme has been twice accredited by the FLA.

As an obligation of our FLA participation, independent external monitoring agencies (IEM) accredited by the FLA will inspect workplace conditions in factories producing for the brands of the adidas Group, and as outlined in our contractual agreement, we ask that you allow this monitoring team full and unrestricted access to your facility.

### **Other independent external monitoring audits**

Depending on different supply chain sourcing models, adidas Group will require our sourcing partners to commission external monitors in conducting various types of audits. Therefore, we

Thank you again for your interest in becoming a supplier for the adidas Group. We look forward to working with you through the authorisation process. If you would like more information on the social and environmental programme of the adidas Group, visit our website at [www.adidas-group.com/sustainability](http://www.adidas-group.com/sustainability).

Questions and comments can also be sent to [sustainability@adidas-group.com](mailto:sustainability@adidas-group.com) or to your business contact within the adidas Group, who will redirect your inquiry to the relevant regional SEA field person.

Best regards,



Frank Henke  
Global Director, Social & Environmental Affairs

## **adidas Group Workplace Standards**

### **General Principle**

Business partners must comply fully with all legal requirements relevant to the conduct of their businesses and must adopt and follow practices which safeguard human rights, workers' employment rights, safety and the environment.

### **Human Rights**

The adidas Group is committed to respecting human rights and will refrain from any activity, or entering into relations with any entity, which supports, solicits or encourages others to abuse human rights. The adidas Group expects our business partners to do the same, and where there is any perceived risk of a violation of human rights to duly notify us of this and of the steps being taken to avoid or mitigate such a breach and, where this is not possible, for the business partner to provide for the remediation of the adverse human rights impact where they have caused or contributed to this. For the purposes of these Workplace Standards, human rights are a set of rights which recognise the inherent dignity, freedom and equality of all human beings, as expressed in the United Nation's International Bill of Human Rights and in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

### **Employment Standards**

#### ***FORCED LABOUR***

Business partners must not use forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise, or permit the trafficking in persons for the purposes of forced labour. No employee may be compelled to work through force or intimidation of any form, or as a means of political coercion or as punishment for holding or expressing political views.

#### ***CHILD LABOUR***

Business partners must not employ children who are less than fifteen (15) years old, or less than the age for completing compulsory education in the country of manufacture where such age is higher than fifteen (15).

#### ***DISCRIMINATION***

Business partners must not discriminate in recruitment and employment practices. Decisions about hiring, salary, benefits, training opportunities, work assignments, advancement, discipline and termination must be based solely on ability to perform the job, rather than on the basis of personal characteristics or beliefs, such as race, national origin, gender, religion, age, disability, marital status, parental status, association membership, sexual orientation or political opinion. Additionally, business partners must implement effective measures to protect migrant employees against any form of discrimination and to provide appropriate support services that reflect their special status.

**Health & Safety**

A safe and hygienic working environment must be provided, and occupational health and safety practices which prevent accidents and injury must be promoted. This includes protection from fire, accidents and toxic substances. Lighting, heating and ventilation systems must be adequate. Employees must have access at all times to sanitary facilities which should be adequate and clean. Business partners must have health and safety policies which are clearly communicated to employees. Where residential facilities are provided to employees, the same standards apply.

**Environmental Requirements**

Business partners must make progressive improvement in environmental performance in their own operations and require the same of their partners, suppliers and subcontractors. This includes: integrating principles of sustainability into business decisions; responsible use of natural resources; adoption of cleaner production and pollution prevention measures; and designing and developing products, materials and technologies according to the principles of sustainability.

1. Deliberate Harassment of Unions

The harassment may be physical or mental in nature, but usually consists of persistent discrimination against the officer or members of a union. It may occur during the recruitment process or form part of the management style of the supplier in its day-to-day running of the factory. For example:

- a. Supervisors are either allowed, or instructed, to harass union members or officers through use of abusive language, allocating 'dirty' jobs, rotating between departments, or passing over for promotion or other rewards.
- b. Interfering with union activities or preventing access to members and workers by the union.
- c. Punishing workers or union members for joining a strike.

2. Excessive Overtime

This means the following:

- a. more than 60 hours per week as a general practice or a regular basis. This applies to any individual production line worker. This excludes drivers and security guards, in which case 72 hours is the allowable weekly maximum.
- b. missing rest days, such as consecutive Sundays worked without compensatory time off at least half of the previous 12 months

3. Non-Payment of Wages - Timing

Non-payment, for the purposes of defining Threshold Issues, means failure to pay workers:

- a. within 30 days of the end of the pay period; or
- b. within the amount of time specified by local law if less than 30 days and a frequency of more than one time during the previous 12 months.

4. Non-Payment of Wages – Amount

Supplier must pay wages in full. Partial payment of wages will be considered as nonpayment of wages. For the purposes of this Threshold Issue, Wages includes the following standard items of a worker's wage package, i.e.:

- a. the monthly minimum or basic wage (basic wage may be higher than the local legal minimum wage);
- b. All overtime payment due to the worker for the pay period
- c. all *fixed* amounts, for example technical allowance, seniority allowance, meal allowance, night shift allowance, hardship or position allowance
- d. any *non-fixed* amounts, which are calculated based on the productivity or output for that pay period, for example a monthly efficiency or productivity bonus, which is provided, based on the performance/output of the worker's unit or the individual worker.

For the purposes of this threshold issue, "wages" do not include any discretionary bonuses which management may provide workers from time to time, e.g. those payments based on the financial performance of the factory or local custom.

5. Fraud & Exploitation

Double book-keeping or other fraudulent practices in evidence.

6. Management Attitude and Systems

Country Profile and associated Standard Permit Requirement Form for legal licensing and permitting requirements.

- b. Poor fire safety practices:
  - no evacuation drills within last 6 months
  - no, or minimal, functioning basic fire safety equipment, such as an alarm system and fire extinguishers
  - no, or minimal, or extremely poorly designed, emergency lighting,
  - lack of proper fire detection<sup>1</sup> and alarm system in material, chemical, finished goods warehouse and kitchen<sup>2</sup>
  - very poor housekeeping practices or electrical installation, which creates a fire hazard.
- c. Use of banned chemicals<sup>3</sup>; Missing SDS and/or CAS #<sup>4</sup> in SDS
- d. No, or very minimal, protection (such as personal protective equipment, ventilation or extraction systems) provided for workers who are exposed to hazardous substances, such as VOC or toxic dust.
- e. Use of high risk machinery with the potential to cause major injury or result in fatality, which is insufficiently safeguarded or lacking in safety devices, e.g. sensors or emergency stop buttons.
- f. Lack of safety controls or other precautionary systems in high risk working areas, such as the boiler and power plants.
- g. Dormitories are in the same building as warehousing and/or production facilities.
- h. Operations have significant detrimental consequences for environment.
- i. Hygiene presents a health risk in non-production areas including kitchens, canteens, dormitories, and toilets.

<sup>1</sup> For smoke detector or proper fire detection, SEA shall only take it as NC in 2016 to give factory time to install it, but we shall put it as TI starting 2018.

<sup>2</sup> Only apply for kitchen in the factory, which is used for cooking meals for all workers.

<sup>3</sup> Currently we have the following 12 chemicals considered as banned; they are Benzene (71-43-2), Toluene (108-88-3), Methylene Chloride (75-09-2), Trichloroethylene (79-01-6), Perchloroethylene (127-18-4), Carbon Tetrachloride (56-23-5), N-Dimethylformamide (68-12-2), Phenol (108-95-2), Cellosolve (110-80-5), Cellosolve Acetate (111-15-9), Methyl Cellosolve (109-86-4), Methyl Cellosolve Acetate (110-49-6)

<sup>4</sup> The identification of banned chemical will be verified through the CAS # of the chemicals listed in an SDS (also known as MSDS). Missing SDS and/or missing CAS # signify that the absence of banned chemicals from any chemical substance used by the factory could not be verified

## Supplier (Factory)

### FFC Account Information Form

(\* indicates required information)

Supplier Name: \* S.C. PROGRESS S.A.

Supplier Type: \* ☒ Primary Factory ☐ Subcontractor Factory  
☐ Raw Material Supplier

Other Names Used: \*

Address: \* Street: Fantanii 27A, Stupini

City: \* Brasov

Province: \*

Zip Code: \* 500482

Country: \* Romania

Phone: \* 0268515560 Ext. 0040

Fax: 0268515561

Main Contact: Livia Buta

Main Contact Title: Responsible of the Audit

Main Contact E-mail: \* livia.but@progressbrasov.ro

Owner:

General Manager: De Paoli Fiorello (Pino)

Compliance Officer: Livia Buta

Compliance Officer Title: Audit Manager

Compliance Officer E-mail: livia.but@progressbrasov.ro

Additional Contact: FIORELLO DE PAOLI

Additional Contact Title: General Manager

Additional Contact E-mail: pino.depaoli@progressbrasov.ro

You **must** disclose all subcontractors from the categories, below, that you intend to use for any aspect of production for any adidas Group brand by completing this form with all information. Due to risk consideration in different countries, you might be asked to include other subcontractors with other work processes. Please complete a new Welcome Kit for each supplier record and create an account for the subcontractor in the FFC. When creating the account in the FFC, please choose "subcontractor factory" as the Supplier Type.

In addition, **prior to production** each subcontractor factory must complete a Factory **Welcome Kit and become authorised** by SEA to receive orders. Should you wish to add any additional facilities at any point, you must repeat this process. Any questions should be addressed to your business contact within the adidas Group.

Core Processes:

- Apparel: Sewing, Assembly
- Footwear: Suppliers doing entire process or assembly only
- A&G, Hard Goods, Store Development (Retail Concepts – Non Trade Items): Suppliers doing entire process, or assembly only

Partial or Secondary Processes\*:

- Apparel: Cutting
- Footwear: stitching, injection, outsole (bottom), midsole, stock fitting
- A&G, Hard Goods, Store Development (Retail Concepts – Non Trade Items): Partial Process is not applicable as the range of subcomponents are too wide

Embellishers: If embellisher is making collegiate or league production. For other embellishers, please check with your SEA contact

Material Suppliers: Please contact SEA for your questions related to coverage for material suppliers.

\*Subcontractors that make partial or secondary manufacturing processes, which are fully owned by Primary suppliers and/or producing 100 % for adidas Group.

Nationality of workers\*

Please list all that apply: Romanian

Language(s) spoken by workers\*

Please list all that apply: Romanian language

Nationality of management\*

Please list all that apply: romanian

Language(s) spoken by management\*

Please list all that apply: Romanian, Italian, English.

Number of buildings for this factory\*

1

Number of floors for each building\*

2

Size of area dedicated to the adidas Group,

Size of total production area,

2692

Whole premises

Buildings/floors dedicated to the adidas Group

Does this factory subcontract orders?\*

☒ Yes ☐ No

If yes, in how many factories?\*

5

Does this factory own any other facilities?

involved in adidas Group production?\*

☐ Yes ☒ No

If yes, how many?\*

**NOTE:** If "yes" to subcontractors or other owned facilities, please provide, using the Factory Disclosure Form, the names and full addresses of all other sites where adidas Group product is produced by or on behalf of your factory. Please fill out a separate form for each factory.

Is there a legally constituted union in the work place? ☐ Yes ☒ No

Name of recognised union(s) in the factory

Per day: 3      Per week: 8      Per month: 32-40

For each of the last four weeks, list the most hours worked by any worker during that week: \*

45 Last week      48 Two weeks ago

50 Three weeks ago      50 Four weeks ago

Maximum working hours permitted by law:

Per day :11      Per week : 48      Per month: 216

Legal restrictions on working hours for young workers? 6 hours

Legally required days off in a seven day period? 1

What time recording method is used? \* In/out electronic system

### Wages

Lowest regular wage (excluding overtime) for the lowest paid factory worker: \*

1501 ron

Training wage: \*

Maximum length of training period: \* 3 months

Overtime wage rate / calculation formula: \* 1.75

First hour: \* 175      Second hour: \* 175      More than 2 hours: \* N/A

Weekend: \* 200%      Sunday/public holiday: \* - N/A

Monetary allowances or bonuses paid by the factory (meals, transportation, attendance, skills, etc.)? Please specify: meals, transportation, skills,

Employer contribution to retirement plan? \* Please specify: 15.8%

Employer contribution to other? Please specify: 6.95% healt insurance, medicale leave, risk and accident

Do all workers receive a written wage statement listing their regular and overtime hours? \*

☒ Yes ☐ No

If yes, how often do workers receive such a wage statement? Once a month.

On what day of the month are wages paid? \* 10 and 25 of the month

Legal minimum wage: Daily 9.62 Ron      Monthly 1450 Ron

**Health & Safety**

Size of factory floor: \* 2690  
 Number of first aid kits on the factory floor: 5  
 Number of fire extinguishers on the factory floor: \* 18  
 Number of full-time doctors in the factory: 0 part-time doctors: 0  
 Number of full-time medical staff (nurse, paramedic, etc.): 4 people with first aid certificate  
 part-time staff: 0

Are supervisors/line workers trained in the following: \*

Use of fire extinguisher? ☒ Yes ☐ No

Use of fire hoses and hydrants? ☒ Yes ☐ No

Emergency Evacuation Drill? ☒ Yes ☐ No

Please answer the following:

Does the factory conduct emergency Evacuation Drills? \* ☒ Yes ☐ No

If yes, date of most recent drill: \* 20 sept. 2017

If yes, number of drills in last 12 months: 2

Do all workers have access to two separate exit routes? \* ☒ Yes ☐ No

Are all exit doors marked with appropriate signs? \* ☒ Yes ☐ No

Do all exit doors open outwards? \* ☒ Yes ☐ No

Are all exit doors kept unlocked during the work day? \* ☒ Yes ☐ No

Does the factory maintain a log for all injuries requiring medical treatment? ☒ Yes ☐ No

Is clean drinking water provided for workers? ☒ Yes ☐ No

Number of toilets for female workers 7

Number of toilets for male workers 2

**Business Registration & Permits**

Please provide the following information for each type of permit the facility has or is required to have:

Type of Permit	Is it a basic operating permit?	Separate permit required?	Does the factory have this permit?	Responsible Organisation (i.e. local authority)	Validity Date of Permit (enter date)	Permit covers entire facility?	Notes
Business Registration:				6719995 Jo8/4020/1994	05.01.1995	Yes <input type="checkbox"/>	
Air Emissions	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	ECO BREF	1 YEAR	Yes <input type="checkbox"/>	30.05.2017
Building	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	CONSTRUCTION AUTHORIZATION FROM BRASOV PRIMARY		Yes <input type="checkbox"/>	5.07.2007
Electricity	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	PRAM-TRANSILVANIA	2 TIMES /YEAR	Yes <input type="checkbox"/>	22.09.2017
Equipment/ Machinery	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	
Fire Safety	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/>	FIRE SAFETY AUTHORIZATION BRASOV	31.10.2008	Yes <input type="checkbox"/>	LONG TERM AUTHORIZATION
Hazardous Waste	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/>	INDUSTRIAL PAPER		Yes <input type="checkbox"/>	
Solid Waste	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	MARI-CAR		Yes <input type="checkbox"/>	
Rain Water Discharge	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	
Waste Water Discharge	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	MARI-CAR		Yes <input type="checkbox"/>	
Water Extraction / Abstraction*	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	
External Noise	Yes <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/>	ECO BREF	1 YEAR	Yes <input type="checkbox"/>	30.05.2017
Other:	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	
Other:	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	

\* pond, lake, ground water



**Ariat International  
Social Compliance  
Code of Conduct**

Ariat International designs, markets and manufactures innovative footwear, apparel, and accessories inspired by its rich equestrian heritage. Ariat has evolved into an international presence by creating a corporate culture steeped in the values of integrity, commitment, honesty and fairness, treating others with respect and appreciation.

This Code of Conduct reflects the Ariat culture and defines the standards Ariat expects when forming relationships with our suppliers and vendors. Ariat's suppliers agree to take responsibility for their business impacts and to take the necessary steps to comply with these standards.

Ariat has developed this workplace Code of Conduct to clearly communicate our expectations to the partners in our supply chain. This Code of Conduct applies to all facilities that produce products for Ariat, or any of its subsidiaries, divisions or affiliates.

**Legal & Ethical Compliance**

Ariat will conduct business only with suppliers that conform to all local and national industry laws, regulatory standards and applicable treaties. Ariat requires all suppliers to conduct business in a transparent and trustworthy manner, treat its employees with respect and dignity, and maintain a culture that prohibits conflicts of interest and the giving or receiving of gifts, gratuities or bribes.

**Forced Labor & Compulsory Labor**

Suppliers and their supply chain must not utilize any forced labor whether in the form of prison, indentured, bonded, or involuntary labor. Any subcontracting arrangement utilizing any type of forced labor is also strictly prohibited. Ariat further prohibits the use of compulsory labor, including labor that might be required as a mean of political coercion or as punishment for peacefully expressing political views.

**Child Labor / Young Workers**

Suppliers must not employ any person under the age of 16 years or any person who is younger than the age for completing compulsory education in the country of manufacture where such an age is greater than 16 years.

**Harassment, Abuse & Disciplinary Practices**

Suppliers shall be treated with dignity and respect. No employee shall be subjected to any physical, sexual, psychological or verbal harassment. Work environments must be free of intolerance, intimidation, retribution for grievances and corporal punishment.

**Wages & Benefit**

Suppliers must pay wages and provide benefits that meet or exceed local minimum requirements. Payroll records for all workers must be available for review. Where a country's legal code specifies that

workers must receive certain benefits (such as retirement benefits, health insurance, workman's compensation, etc.) factories must be in compliance with the law.

#### **Working Hours**

Except under extraordinary business circumstances, employee working hours should not exceed 60 hours per week and overtime must be voluntary. In countries where the maximum work week is less, that standard shall apply. Employee must be entitled to one day off in each seven-day period. Factories must record all employee working hours completely and accurately and make such records available for review at Ariat's request.

#### **Non-Discrimination**

Discrimination in any form is prohibited. Suppliers must not deny employees opportunities or otherwise discriminate based on race, gender, sexual orientation, age, religious or political beliefs, or maternity status.

#### **Health & Safety**

Suppliers must be committed to providing a safe and healthy working & living (if housing is provided) environment that complies with all local laws and regulations. Suppliers must train workers on proper health & safety policies and procedures that minimize negative impacts on the workplace environment.

#### **Freedom of Association**

Ariat expects our suppliers to respect the right to free association and the right to organize and bargain collectively without unlawful interference.

#### **Environment**

Suppliers must be committed to environmentally safe practices and be in compliance with all applicable national and local environmental regulations. Suppliers must continuously monitor their production processes including those relating to emissions, discharges and waste disposal.

#### **Security (Sub-contracting)**

Suppliers must provide a safe and secure working & living environment (if housing is provided) and comply with all applicable U.S. Customs importing laws and security processes or any other applicable laws or security processes of jurisdiction where products will be shipped. Under no circumstances are any prototypes, samples, or production permitted to be made by sub-contractors, without written approval from Ariat.

#### **Assessments & Monitoring**

Ariat requires suppliers to maintain records and to permit Ariat International or its designees to periodically audit such compliance. Ariat will not tolerate harassment or retaliation by our Suppliers against any employee who seeks to exercise their rights under this Code of Conduct.

Ariat International is a global company with a proud tradition of excellence in its products, people and practices. As Ariat expands its presence throughout the world we insist that those we do business with meet these same standards and ethical practices associated with our heritage. Ariat suppliers will be chosen on the basis of sharing in our approach and values so as not to comprise the expectations of our brand and customers. Ariat will continue to grow in the international marketplace and as it expands to new markets Ariat reserves the right to modify this code at any time.

**Supplier Code of Conduct**

Justin  
Tony Lama  
Double H.

**Purpose and Scope**

At BH Shoe, we believe acting ethically and responsibly is not only the right thing to do, but also the right thing to do for our business. BH Shoe has developed a Global Supplier Code of Conduct ("Supplier Code") to clarify our global expectations in the areas of business integrity, labor practices, associate health and safety, and environmental management.

Suppliers, vendors, contractors, consultants, agents and other providers of goods and services who do business with BH Shoe entities worldwide are expected to follow this Code and acknowledge agreement via electronic signature after reading this document.

**Business Conduct Principles**

BH Shoe expects its suppliers to conduct business responsibly, with integrity, honesty, and transparency, and to adhere to the following principles:

- 1. Maintain awareness and comply with all applicable laws and regulations of the countries of their operation.**
- 2. Compete fairly for BH Shoe's business, without paying bribes, kickbacks or giving anything of value to secure an improper advantage.**

BH Shoe is committed to conducting business legally and ethically within the framework of a free enterprise system. Corrupt arrangements with customers, suppliers, Foreign Officials, or other third parties are strictly prohibited. "Corruption" generally refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means.

- \* The definition of a "Foreign Official" under the Foreign Corrupt Practices Act (FCPA) considers employees of state-owned or state controlled entities a "foreign official" under the theory that state-controlled entities are an "instrumentality" of the foreign government. If the foreign government is deemed to exercise substantial control over the state-controlled entity, then the foreign government does not need to own 100% of the company's stock. Many foreign companies do in fact exercise this type of control over a variety of company types.

- 3. Encourage a diverse workforce and provide a workplace free from discrimination, harassment or any other form of abuse.**

BH Shoe suppliers shall create a work environment in which employees and business partners feel valued and respected for their contributions. Harassment, including unwelcome verbal, visual, physical, or other conduct of any kind that creates an intimidating, offensive or hostile work environment will not be tolerated. Employment decisions must be based on qualifications, skills, performance, and experience.

**4. Treat employees fairly, including with respect to wages, working hours and benefits.**

BH Shoe suppliers shall comply with all applicable legal and regulatory requirements of the countries of their operation and will generally apply sound employee relations practices. Working hours, wages, benefits will be consistent with laws and industry standards, including those pertaining to minimum wages, overtime, other elements of compensation, and legally mandated benefits.

**5. Prohibit all forms of forced or compulsory labor.**

BH Shoe suppliers and their subcontractors shall maintain and promote fundamental human rights. Employment decisions will be based on free choice and there may be no coerced or prison labor, and no use of physical punishment or threats of violence or other forms of physical, sexual, psychological or verbal abuse as a method of discipline or control.

**6. Prohibit use of child labor.**

Suppliers and their subcontractors shall adhere to the minimum employment age limit defined by national law or regulation, and comply with relevant International Labor Organization (ILO) standards. In no instance shall a supplier permit children to perform work that exposes them to undue physical risks that can harm physical, mental, or emotional development or improperly interfere with their schooling needs.

**7. Respect employees' right to freedom of association and collective bargaining, consistent with local laws.**

Consistent with applicable law, BH Shoe suppliers shall respect employees' rights to join or refrain from joining associations and worker organizations.

**8. Provide safe and healthy working conditions.**

BH Shoe suppliers shall proactively manage health and safety risks to provide an incident-free environment where occupational injuries and illnesses are prevented. Suppliers must implement management systems and controls that identify hazards and assess and control risk related to their specific industry. Also, suppliers shall provide potable drinking water and adequate restrooms; fire exits and essential fire safety equipment; emergency aid kits and access to emergency response including environmental, fire and medical.

**9. Carry out operations with care for the environment and comply with all applicable environmental laws and regulations.**

The potential environmental impacts of daily business decision-making processes should be considered along with opportunities for conservation of natural resources, recycling, source reduction and pollution control to ensure cleaner air and water and to reduce landfill wastes. Suppliers and their subcontractors must expressly agree not to use any of the toxic chemicals that are listed by California's Proposition 65 in any prohibited quantities in any merchandise that you supply to BH Shoe and to indemnify, hold harmless and defend BH Shoe and its affiliates in the event any merchandise supplied violates Proposition 65 or an action is commenced alleging a violation. Specifically, with a focus on Lead and Phthalate limits set forth below:

**BH Shoe Holdings, Inc.**  
124 West Putnam Avenue  
Greenwich, CT 06830

203-661-2424

**Lead standards for Footwear Products:**

Material	Limits in Parts Per Million (ppm)
Paint, ink, dyes and coatings	90 ppm
Leather and composited leather	300 ppm
PVC	200 ppm
All other accessible components (other than CZ, glass and rhinestone)	300 ppm

**Phthalates standard for Footwear Products:**

A maximum concentration of **1,000 parts per million**, or less, in each accessible component for the listed phthalates.

The exact Phthalate chemicals include:

Butyl benzyl phthalate (BBP)	Di-isodecyl phthalate (DIDP)
Di-n-butyl phthalate (DBP)	Di-n-hexyl phthalate (DnHP)
Di(2-ethylhexyl)phthalate (DEHP)	Di-isononyl phthalate (DINP)
Di-n-octyl phthalate (DnOP)	

Further, you warrant that no Conflict Minerals as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act will be contained in or necessary to the functionality of any of the products, parts, or materials supplied to BH Shoe. You shall provide documents, information, and other evidence of the accuracy of the foregoing representations and warranties as requested.

**10. Maintain accurate financial books and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices.**

**11. Deliver footwear and components meeting applicable quality.**

BH Shoe is committed to producing high quality and safe footwear across all of our brands. Suppliers involved in any aspect of developing, handling, packaging or storing our products are expected to:

- Know and comply with the product quality standards, policies, specifications, and procedures that apply to the products produced at your location
- Follow and adhere to good manufacturing practices and testing protocols
- Report issues immediately to BH Shoe that could negatively affect the quality or public perception of a BH Shoe product

**12. Support compliance with the Supplier Code by establishing appropriate management processes and cooperating with reasonable assessment processes requested by BH Shoe.**

**BH Shoe Holdings, Inc.**

124 West Putnam Avenue

Greenwich, CT 06830

203-661-2424

To conduct business with BH Shoe, suppliers must enter into contracts and execute purchase orders that mandate compliance with the Supplier Code. With prior notice, BH Shoe may conduct reasonable audits to verify Supplier's compliance with the Supplier Code.

**13. Observe BH Shoe's policies regarding gifts and entertainment and conflicts of interest when dealing with BH Shoe employees.**

BH Shoe suppliers are prohibited from providing or offering gifts to BH Shoe employees that could inappropriately influence BH Shoe's business decisions or gain an unfair advantage.

BH Shoe suppliers are also prohibited from accepting gifts or entertainment from BH Shoe representatives that could be interpreted as bribes or improper forms of compensation or payment. Gifts to Government Officials, or employees representing Government officials, may only be accepted when they are (1) accepted in the spirit of promoting general good will and not as a *quid pro quo* for any official action; (2) of modest value; (3) not in the form of cash money; (4) permitted under local laws of the host country; (5) customary in type and value in that country; (6) given openly and not secretly; and (7) accurately reflected in BH Shoe's financial statements on whose behalf they are made or otherwise granted.

**14. Report suspected violations of the Code.**

Supplier's employees or contractors may report suspected violations of this Code to the BH Shoe "Speak-up" hotline at 203-302-6434. Reports may also be made electronically by using the Hotline web-line at <http://www.brk-hotline.com/>. All such reports are treated as confidential, whether provided through our hotline telephone or web-line, and you may remain anonymous where permitted by law.

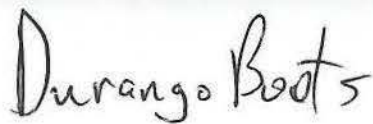
By signing below, I certify all information is true and correct and that I have not witnessed, or am aware of any acts that violate this agreement, to the best of my knowledge.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_



## **Rocky Brands Inc. Vendor Compliance Contract**

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### **1. Introduction**

Thank you for becoming a Rocky Brands Inc. vendor. We look forward to building a mutually profitable, successful and long-term relationship. Rocky Brands Inc. continues to be focused on offering quality,

### **3. Anti-Bribery and Foreign Corrupt Policies Act (FCPA) Compliance Policy**

The Anti-Bribery and FCPA Compliance of Rocky Brands Inc., emphasizes a central theme that is also relevant to our anti-bribery policy: be ethical in all business dealings, whether those dealings are with customers, vendors, employees or governmental officials. We will not be associated with any operation or individual that condones bribes, kickbacks, side payments, special commissions, favors, or any other basis that does not reflect the merits of our products.

Agents, distributors, and other persons who conduct business on behalf of Rocky Brands Inc. will be held to the same ethical business practices and their willingness to conduct business on the basis of the principles set forth in this corporate policy.

All known or suspected violations of this policy should be reported to Rocky Brands Inc. Any questions concerning application of this policy should be directed to your human resources representative, your business unit head and/or a representative of Rocky Brands Inc. Employees and other persons acting on behalf of Rocky Brands Inc. are also encouraged to discuss questions and concerns about the Company's business practices or policies with their business unit management.

### **4. Needle/Sharps Policy**

In order to reduce the risk of metal contamination of Rocky Brands Inc. products, the following procedure must be followed to eliminate possible hazards caused by broken needles etc. The procedures apply to any area where Rocky Brands Inc. products are being produced or handled. Please note that suppliers will be held accountable for any and all claims and lawsuits resulting from injuries related to sharp objects utilized in the manufacturing process.

#### **Restricted Materials**

##### **Footwear**

The use of tacks, nails, staples or any sharp metal object is forbidden in the production of footwear. The only exception is welted production where staple side lasting is part of the manufacturing process. Any other use of metal objects will require written authorization prior to use.

##### **Non-footwear**

The use of tacks, nails and staples must not be used in the manufacturing of any products without prior approval from Rocky Brands Inc. Approval will only be given if absolutely essential to the production process and if no suitable alternative is feasible.

#### **Requirements of the policy**

1. A designated location should be identified in each stitching room for the issuing of new needles and the return of broken/worn needles. At this point all records must be kept relating to needle breakages. The location of the designated area must be clearly marked with signage in English and local language.
2. All supervisors in stitching rooms must check all machines and work areas. All spare needles must be removed and transferred to the designated area. The only needle permitted in the work area is the one that is attached to the machine.

policy. Copies of this policy and the relevant documentation to enforce the issuing of replacement needles should be available in local languages.

3. Any vendor assembling uppers or other components using hand stitching, must implement this needle policy in exactly the same way as for a machine stitching room with the issue of needles strictly controlled from a central point and any losses or breakages logged and scanned in a metal detector.
4. All records of issue of replacement needles should be kept for a minimum of two years for auditing and claim investigation.
5. The vendor will be liable for any litigation cost accrued by Rocky Brands Inc. for all violation regarding this policy. Even after the violation is exhausted from the rolling twenty-four (24) month period.

All vendors must complete and sign the attached agreement to meet the requirements of this policy prior to the commencement of production of bulk orders.

## **5. Vendor Performance Standards**

Rocky Brands, Inc. has developed a set of standards on how we conduct business. These standards take into consideration the interest of allowing both our company and our vendor partners to prosper.

### **Terms of agreement:**

1. Required Payment terms will be set at (Net 30)
2. Vendors will be responsible in participating in new product development and capable of bringing these products to production.
3. Vendors will be responsible for development, fit trial, and pre-production sample costs. Sales samples will be charged at ex-works.
4. Vendors will be responsible for all tooling costs around lasts/dies/and /patterns with the exception of mold costs.
5. A list of Rocky Brands Inc. owned molds must be provided on an annual basis.
6. Vendors will be required to follow the laws of their country around the regulations of Social Compliance. On occasion vendors will be asked to perform above and beyond around a higher set of standards.
7. Vendors will be required to follow the laws of their country around the regulations of Health and Safety. On occasion vendors will be asked to perform above and beyond around a higher set of standards
8. Vendors will be required to make themselves available for social and safety audits from Rocky Brands Inc. and other audits that might be necessary.
9. Rocky Brands Inc. may provide monthly forecasts beyond the open orders windows.
10. Vendor pricing will be quoted at ex-vendor door. Rocky Brands Inc. will manage freight from that point.
11. Vendors will have a requirement to utilize Rocky Brands Inc. web based ordering tool ESPS.
12. Vendors will acknowledge and adhere to packing, labeling and shipping guide/import standards
13. Vendors will be expected to honor standard purchase order terms and conditions of a supply agreement

## **6. C-TPAT**

### **Facility Security & C-TPAT (Customs-Trade Partnership against Terrorism)**

#### **a. Policy**

- a.i. As a certified member of C-TPAT (Customs-Trade Partnership against Terrorism),

- f.i.1. The recognition of internal conspiracies.
    - f.i.2. Maintaining cargo integrity.
    - f.i.3. Determining and addressing unauthorized access.
  - f.ii. These programs should offer incentives for active employee participation in security controls.
- g. Manifest Procedure
  - g.i. Following C-TPAT guidelines, companies should ensure that manifests are complete, legible, accurate and submitted in a timely manner to Customs.
- h. Conveyance Security
  - h.i. Following C-TPAT guidelines, conveyance integrity should be maintained to protect against the introduction of unauthorized personnel and material.
  - h.ii. Security should include (but not necessarily be limited to):
    - h.ii.1. The physical search of all readily accessible areas.
    - h.ii.2. The securing of internal/external compartments and panels.
    - h.ii.3. Procedures for reporting cases in which unauthorized personnel, non-manifested materials, or signs of tampering, are discovered.

### **Container Security Policy**

Rocky Brands Inc. provides the following guidelines in an ongoing commitment to implement security procedures recommended by C-TPAT (Customs Trade Partnership against Terrorism)

### **Empty Containers:**

1. Empty containers must be secured in a facility which meets Rocky Brands Inc. security criteria as follows:
  - a. Perimeter fencing should enclose container yard. If yard is unfenced, then empty containers should be backed into dock door when possible.
  - b. Gates through which vehicles or personnel enter or exit must be monitored.
  - c. Overhead lighting which illuminates all corners must be provided for the entire storage yard, as well as along the fence lines.
  - d. Pin locks must be placed on each chassis when container is dropped.
  - e. In all cases a 7-point inspection must be performed on the container prior to loading. Please reference the "C-TPAT 7 Point Inspection Process" document for further guidelines regarding the 7-point inspection: Front Wall, Left side, Right side, Ceiling/Roof, Inside/outside doors, Outside/Undercarriage
2. A check on the entire facility must occur daily to include the following items:
  - a. Is fencing intact and undamaged?
  - b. Are seals or padlocks intact on the containers?
  - c. Are any suspicious materials in or around the chassis or tires?
3. Should a breach in security in the container yard be detected, immediately notify the manager of the yard as well as local authorities (as applicable)

### **Loaded Containers:**

1. Warehouse staff must validate authorized trucker is picking up cargo, and verify the driver's Company ID or driver's license before releasing loaded container.
2. In the circumstances where a loaded container may remain at the facility overnight you must secure it by backing it up to a solid wall, apply a lock to the doors and locking the chassis.

beginning of each calendar year. We will gladly accept suggestions for alternative raw material suppliers provided they meet quality as well as safety and human rights standards.

3. The price on the purchase order no matter when delivered will be the agreed to price. We cannot accept price changes on purchase orders once accepted.
4. Regarding new product development prices. Products and prices developed for the Spring season delivery and finalized by May 1<sup>st</sup> of a given year will be held through the end of the following year. Products and prices developed for the Fall season delivery and finalized by October 1<sup>st</sup> of a given year will be held through the end of the following year. The 2.5% range will also apply to these products as well.

## **8. Product Development**

1. Rocky Brands Inc. will issue all specs and drawings to PD team in Rocky Brands Inc. Far East Office (FEO). FEO will then distribute to the appropriate vendor. Specs will be issued through eSPS or through e-mail.
2. Vendor will take specs and proceed as instructed. Any questions the vendor has will be directed to FEO.
3. FEO will follow-up with the vendor to check on progress.
4. Vendor will work out all technical issues with the appropriate mold shop.
5. A sample outsole will be sent to FEO to be sent to Rocky Brands Inc. to be approved. Once approved, Rocky Brands Inc. will review and accept or reject and provide detail.
6. Once the mold has been completed, Rocky Brands Inc. may request parts for testing purposes.
7. Vendor must give FEO updates on the development progress as often as necessary.
8. Sample Sizes are defined later (see Commercialization Process). Sizes subject to change with notice.
9. Vendor will make 2 pair of the completed sample (first / second / third, prototypes, etc.). One pair to be sent to Rocky Brands Inc. as instructed by FEO, ½ pair for the vendor to keep and ½ pair for Rocky Brands Inc FEO to keep.
10. Prototypes will be labeled with a **White** prototype tag with the following information: Date, eSPS (Sample Request) Number, Vendor Code, Size/Width, Last #, Outsole #, Upper Material(s).
11. Vendor will also send the CBD (Cost Breakdown Sheet) sheet to FEO within two (2) working days of sample completion.
12. FEO will review the completed sample and make sure they are made to spec and if any fit issues arise before they sent to Rocky Brands Inc. IF there are any issues, FEO will notify the vendor to make corrections.



## CODE OF CONDUCT

It is the intention of Airwair International Ltd to conduct its business to the highest possible standards of business behaviour, within the laws of the countries in which it operates.

Airwair International intends only to work with reputable suppliers and manufacturers and endeavour to ensure that all products are produced lawfully and without any exploitation of the people producing them.

Our code of conduct is designed to be ethical, auditable and achievable and to promote the development of Airwair International suppliers. It is our intention to work with suppliers to help them achieve the required standards.

It is the responsibility of each supplier to issue this code to suppliers at the next stage down in the supply chain and to actively engage with them to ensure that the standards are met.<sup>1</sup>

For any suppliers using labour agents to provide workers, it is the responsibility of the supplier to ensure that reputable agents are used and that those agents are meeting the standards laid out below.

The provisions of the code constitute minimum and not maximum standards; all suppliers should strive to exceed the standards.

### **1. Employment is freely chosen<sup>2</sup>**

- I. The use of any form of forced labour in the production of Dr Martens products is prohibited. This includes all forms of prison labour, indentured labour and bonded labour.
- II. Employees are not required to lodge deposits, identity papers or any other documentation with their employer. Employees are free to leave their employment after giving reasonable notice.

### **2. Freedom of association and the right to collective bargaining are respected**

- I. Dr Martens recognises the rights of all employees to join or form trade unions of their own choosing and to bargain collectively. Employees also have the right to choose not to join a trade union.
- II. All suppliers must adopt an open attitude towards the activities of trade unions and their recruitment of members.
- III. Employees' representatives must not be discriminated against and are to be allowed access to the workplace to carry out their roles.
- IV. Where the rights of freedom of association and collective bargaining are restricted under local law, the employer must support an equivalent means of independent representation for employees.

### **3. Working conditions are safe and hygienic**



- I. All suppliers must provide a safe and hygienic working environment (subject to any specific hazards intrinsic to the job). Hazards must be minimised, as far as is reasonably practical, in order to prevent accidents and damage to health.
- II. Employees must receive health and safety training on recruitment and subsequently, at regular intervals during employment.
- III. Employees are to be provided with access to clean toilet facilities and drinking water. Where appropriate, hygienic facilities for food storage are to be provided.
- IV. Any accommodation provided must be clean, safe and meet the basic needs of employees.

#### **4. Child labour shall not be used**

- I. There is to be no recruitment of child labour. "Child" means any person under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age must apply.
- II. If any incidence of child labour is identified at a supplier, the supplier shall ensure that all children are transferred to quality education until they are no longer children.
- III. No one under 18 years of age is to be employed at night or in hazardous work or conditions.

#### **5. Living wages are paid**

- I. The wage and benefits paid must be at or above national minimum legal levels or industry benchmark levels (whichever are higher). Wages must always be sufficient to meet basic needs and to provide some discretionary income for the employee.
- II. Before entering employment, employees must be provided with written, understandable information on the basis and calculation of their wages and any deductions. Employees must also receive an understandable payslip with each payment.
- III. No deductions are to be taken from wages as a disciplinary measure. No other deductions can be made without the express permission of the employee, unless required by law.
- IV. Training or apprenticeship wages, pre-employment fees, deposits or other practices that lower an employee's pay are not allowed.
- V. Employees must be paid a premium rate for any overtime hours worked; this rate must be no lower than local law.

#### **6. Working hours are not excessive**

- I. Working hours must comply with national laws or benchmark industry standards; whichever afford greater protection. Employees should not be required to work more than 48 hours per week on a regular basis.
- II. Total working hours (including overtime) must not exceed 60 hours in a given week or 12 hours in a given day.
- III. Employees must receive one day off per week.



IV. All overtime must be voluntary.

**7. No discrimination is practised**

- I. There is to be no discrimination in recruitment, wages, access to training, promotion, termination or retirement on any basis unrelated to the ability to do the job. This includes race, caste, national origin, religion, age, disability, sex, marital status, union membership and political affiliation.

**8. Regular employment is provided**

- I. As far as possible, work is to be performed on the basis of a regular employment relationship established through national law and practice.
- II. The supplier must not attempt to avoid the normal obligations of employer to employees under labour or social security laws and regulations by replacing the regular employment relationship with any of the following:
  - Labour-only contracting
  - Sub-contracting
  - Home-working
  - Apprenticeship schemes with no real intent to impart skills or provide regular employment
  - Excessive use of short-term contracts of employment

**9. No harsh or inhumane treatment is allowed**

- I. Physical abuse or discipline, verbal abuse, the threat of physical abuse, sexual or other harassment and other forms of intimidation are not permitted and not practised.

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**<sup>i</sup>Additional guidance for scope of responsibility**

Airwair International Ltd will work directly with all nominated 2<sup>nd</sup> tier suppliers, so for example finished goods suppliers do not need to pass any policies onto Airwair nominated tanneries, outsole suppliers etc but would need to pass relevant policies onto any suppliers they source from independently of Airwair.

**<sup>ii</sup> Additional guidance for suppliers on what constitutes modern slavery/forced labour.**

Modern slavery is a term used to encapsulate both offences in the UK's Modern Slavery Act: slavery, servitude and forced or compulsory labour; and human trafficking. The offences are set out in section 1 and section 2 of the act, which can be found at:

<http://www.legislation.gov.uk/ukpga/2015/30/section/1/enacted>



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<http://www.legislation.gov.uk/ukpga/2015/30/section/2/enacted>

*Definition of Slavery and Servitude*

Slavery, in accordance with the 1926 Slavery Convention, is the status or condition of a person over whom all or any of the powers attaching to the right of ownership are exercised. Since legal 'ownership' of a person is not possible, the key element of slavery is the behaviour on the part of the offender as if he/she did own the person, which deprives the victim of their freedom.

Servitude is the obligation to provide services that is imposed by the use of coercion and includes the obligation for a 'serf' to live on another person's property and the impossibility of changing his or her condition.

*Definition of Forced or Compulsory Labour*

Forced or compulsory labour is defined in international law by the ILO's Forced Labour Convention 29 and Protocol. It involved coercion, either direct threats of violence or more subtle forms of compulsion. The key elements are that work or service is exacted from any person under the menace of penalty and for which the person has not offered him/her self voluntarily.

*Definition of Human Trafficking*

An offence of human trafficking requires that a person arranges or facilitates the travel of another person with a view to that person being exploited. The offence can be committed even where the victim consents to the travel. This reflects the fact that a victim may be deceived by the promise of a better life or job or may be a child who is influenced to travel by an adult. In addition, the exploitation of the potential victim does not need to have taken place for the offence to be committed. It means that the arranging or facilitating of the movement of the individual was with a view to exploiting them for sexual exploitation or non-sexual exploitation. The meaning of exploitation is set out here: <http://www.legislation.gov.uk/ukpga/2015/30/section/3/enacted> Recent figures from the UK National Crime Agency (NCA), show that the most prominent exploitation type recorded for potential victims first exploited as a child (where this is known), was labour trafficking.

*Behaviour constituting modern slavery*

Identifying potential victims of modern slavery can be a challenge because the crime can manifest itself in different ways. There is a spectrum of abuse and it is not always clear at what point, for example, poor working practices and lack of health and safety awareness seep into instances of human trafficking, slavery or forced labour in a work environment. However, businesses have a responsibility to ensure that workers are not being exploited, that they are safe and that relevant employment (include wage and work hour), health and safety and human rights laws and international standards are adhered to, including freedom of movement and communications.



**CSR Code of Conduct Statement of Acknowledgement**

We acknowledge receipt of the Airwair International code of conduct. We confirm that we have read and that we understand the code and will actively strive to ensure that its standards are met in our production sites, those of our 2<sup>nd</sup> tier suppliers, as well as by any labour agents we use .

Supplier.....

Name.....

Signed.....

Position.....

Date.....

**Statement of acknowledgement valid until 31<sup>st</sup> December 2016**

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Matthew Duree/974-6346	<b>PM Name/Phone</b>	N/A
<b>Sponsor/User Dept.</b>	Austin Resource Recovery	<b>Sponsor Name/Phone</b>	SYdney Richardson/974-1899
<b>Solicitation No</b>	<del>IFB 1500 MDD0202</del> Changed to CRR1001	<b>Project Name</b>	CRR1001 Safety Footwear
<b>Contract Amount</b>	96,000 annually	<b>Ad Date (if applicable)</b>	Feb 19 <sup>th</sup> , 2018
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Selection of vendor to provide safety footwear for ARR and various City employees.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Previous solicitation SDC0206, no goals established. No subcontractors utilized.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
80072 - Safety Toe Shoe - 100%			
Matthew Duree		2/5/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	2/5/2018	<b>Date Assigned to BDC</b>	2/5/2018
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

None

### Subcontracting Opportunities Identified

None

John Wesley Smith CTPM 02.07.18

**SMBR Staff**

**Signature/ Date**

*John Wesley Smith*

**SMBR Director or Designee**

**Date**

*[Signature]*

*2/7/18*

**Returned to/ Date:**